

General conditions provision of services

of The Cloud Provider s.r.o., effective from **1 April 2022**

1. Subject of the General Terms and Conditions

- 1.1. The Cloud Provider s.r.o., with its registered office at Pražská 483, 397 01 Písek, ID No.: 093 21 900, registered in the Commercial Register maintained by the Regional Court in Česká Budějovice, under No. C 30091 (hereinafter also referred to as "**Provider**"), providing services primarily in the field of information and telecommunication technologies, hereby establishes General Terms and Conditions of Service (hereinafter also referred to as "**GTCS**"), which regulate the provision of services on the basis of the Framework Contract for the provision of professional services (as defined below as "**Contract**") and the order(s) containing the specification of the service(s) provided (as defined below as "**Order**"), concluded between the Provider on the one hand and the Customer on the other hand.
- 1.2. All legal relations, rights and obligations arising from or directly related to the Contract, the Order or the VPPS shall be governed by Czech law, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 1.3. The Contract, the Orders, the VPPS and any other annexes to the Contract or Orders such as price lists of services, description of services, offered and guaranteed quality of services, service services or any other arrangements between the contracting parties (hereinafter also referred to as "**Contract Documents**") constitute the entire contract between the Provider and the Customer. In the event of any inconsistency or conflict between the Contract, the Order and/or these GTCA, these documents shall take legal precedence in the following order: 1. Order, 2. Contract and 3. 2. The provisions of any documents entered into between the Provider and the Customer shall prevail over those provisions of law which are not mandatory in nature.
- 1.4. On the basis of the Contract Documents, the Provider undertakes to provide the agreed services to the Customer for the agreed period of time and the Customer undertakes to comply with all obligations given by the Contract Documents, in particular to pay for the services properly and on time.
- 1.5. These GTCS regulate the mutual relations and conditions of service provision between the Provider and the Customer. However, some specific points apply only to specific services or parts thereof. In the event that the Customer does not use that particular service or part thereof, the specific points that specifically govern that service or part thereof will not be taken into account.

2. Definition of terms

Unless otherwise expressly stated, terms contained in this GTCA and other Contract Documents shall have the meanings set out below. Unless otherwise implied by the Contract Documents, terms in the Contract Documents in the singular include the plural and terms in the plural include the singular.

- 2.1. "**Activation Fee**" means the price for setting up the Service charged by the Provider and payable upon setting up the Service.
- 2.2. "**Price List**" means the valid price list of the Provider, which was delivered to the Customer, sent to the Customer or of which the Customer was otherwise informed on the date of conclusion of the Contract and which may be changed by the Provider in accordance with the Contract or these GTCS, whereby the latest version of the price list shall always be used in accordance with these GTCS, unless the Parties have a different agreement.
- 2.3. "**Central Contact Point**" is the Customer's main contact listed in the Authorised Persons List, to which all electronic communications addressed to the Customer by the Provider are sent, for which a specific contact is not specified in the Authorised Persons List (e.g. accountant for invoices) or which relate to the Services provided in general (e.g. planned downtime, changes to the Price List, VPPS, etc.).
- 2.4. "**Data Centre**" means a space that is designed for the continuous operation of computer servers and other information technology.
- 2.5. "**Deactivation Fee**" means the price for Termination of Service charged by the Provider and payable upon Termination of Service.
- 2.6. "**Service Establishment Date**" means the date on which the Customer will be able to use the Service for the first time, whether or not the Customer actually does so. Depending on the nature of the Service, it is the day on which the delivery and installation of the equipment is

completed, all configurations on the Provider's telecommunications network and other actions necessary for the use of the Service are performed, the day on which the Customer is given access data, or the day on which the Provider begins to perform its activities under a specific Order.

- 2.7. "**Supervision**" is the Provider's actively developed activity to ensure the smooth operation of the Service so that the parameters of the Service guaranteed by the Contract and/or the Order are met, especially in the form of the Minimum Quality of Service.
- 2.8. "**Confidential Information**" means information made available to the Customer in connection with the provision of the Services, including, but not limited to, information about the performance of the Agreement, information of a technical and non-technical nature about the Services, trade secrets, know-how, formulas, designs, compilations, programs, source code, documentation, tools, methods, techniques, blueprints, processes, financial data, financial plans, product plans or lists of actual or potential customers or suppliers, as well as other information of the other Party which, by its nature, should be kept confidential, except for certain information as provided in Art. 7 OF THE GTCA.
- 2.9. "**Finish time**" is defined as the latest time from the creation of the Ticket to the demonstrable resolution and closing of the Ticket.
- 2.10. "**Fix time**" is defined for cases of Incident resolution on a specific Technology, where the resolution includes cooperation with an external supplier, service or other third party, as the latest time from the Ticket occurrence to partial commissioning (if agreed by the Parties) or handover of the affected Technology to the third party for resolution. Acceptable commissioning includes a temporary, replacement or alternative solution that ensures the operational functionality of the affected Technology at a quality customary for the specific Technology.
- 2.11. The "**HelpDesk**" (hereinafter also referred to as "**Provider's Dispatch**" or "**HD**") is the Provider's service serving as the primary contact and is intended for telephone ticketing, Incident reporting, advice and problem solving related to the operation of the L1 Technologies, which is available on business days from 8:00 a.m. to 4:00 p.m.
- 2.12. "**HotLine**" (hereinafter also "**HL**") is a service of the Provider providing continuous telephone availability of a designated part of the Provider's team for this purpose.
- 2.13. "**Incident**" means any event that directly or indirectly results in the deterioration, limitation or shutdown of any of the Technologies, failure of the Technology or the need for repair or modification of the Technology, reported by the Customer to the Provider through the HelpDesk or HotLine, remote monitoring of the Provider, or in any other agreed manner.
- 2.14. "**Principal**" means the amount of money used to secure payment of outstanding obligations.
- 2.15. The "**SLA Categories**" define the maximum Fix time and Finish time to resolve a Ticket. Each Ticket always has a specific SLA category. The specific categories and their definitions are contained in this SLA or modified in a specific Order. Provider-defined SLA categories do not explicitly apply to Ticket resolutions that involve a warranty or service procedure with a third party (other technology or service provider). In such a case, Provider will only provide the necessary assistance to Customer. The Provider shall expressly not be liable for the manner or duration of resolution of such Tickets except for the demonstrable failure to provide the aforementioned assistance.
- 2.16. "**User End Device**" means any device that allows access to or use of the Service. The Customer acknowledges that it has been informed of the requirements for the parameters of the terminal equipment for the smooth functioning of the Services provided.
- 2.17. "**L1**" is the designation of the first basic category of requests, issues or Tickets. The resolution does not require access by a member of the Provider's team to the Customer's/User's equipment or systems and all communication is handled by normal means of communication (e.g.: email, chat, telephone, etc.). In the event that the issue cannot be resolved in the manner stated, the team member will arrange for the Ticket to be escalated with the stated issue and any identified information and details as per para. 2.40 If applicable, paragraph 3. 9.3 to the L2 level within the SD application. The next step is to forward the Ticket to the appropriate Provider team for resolution. The escalation process or its individual steps may be modified for a particular Service or Customer in the Service Specification.

- 2.18. "**L2**" is the second category of Ticket difficulty. These are all cases where active access and/or intervention by a team member in the Customer/User's equipment or systems is required to resolve the Ticket. Active access is defined as both the physical presence of a team member at the Customer/User's device and activity performed by any means of remote access to the device or system. In the event that a specialist or expert in a particular technology, or multiple technicians are required simultaneously to resolve an issue, this is no longer an L2 level and the Ticket will be escalated to an L3 level.
- 2.19. "**L3**" is the highest level of Ticket difficulty. It requires high expertise, experience and the cooperation of a larger team of technicians or experts.
- 2.20. "**Minimum Monthly Performance**" means the volume of Services and the amount of money specified in the Contract, Order or Price List, which specify the minimum scope of Services to be used and their price per billing period.
- 2.21. "**Minimum Quality of Service**" are the minimum technical parameters of the Service, established in particular by means of SLAs between the Provider and the Customer, or established in another way, which indicate the limits of these parameters, determined in particular by the SLA Categories, in order to allow the Customer/User to use the Service without limitations, to the extent and in the usual quality corresponding to these SLA Categories.
- 2.22. "**Order**" is a document that contains the specification of the Service, sets out the specific technical, price and other conditions for the provision of the Service and on the basis of which, after its acceptance by the Provider, the Service is provided; if these GTCS refer to the Order as a document that specifies the Services provided or from which the Provider's obligations arise, this means exclusively the Order accepted by the Provider.
- 2.23. "**Disconnection of Service**" means the complete denial of access to the Service, i.e. the complete restriction of the provision of the Service. During the period of disconnection of the Service, the relevant Service is not charged by the Provider.
- 2.24. "**Service Restriction**" means the prevention of active access to the Service, i.e. the partial restriction of the provision of the Service. During the period of restriction of Service provision, the relevant Service is charged by the Provider in accordance with the Price List. Restoration of the Service is possible on the basis of the Customer's request and upon payment of the fee according to para. 4.2.12
- 2.25. "**Portal**" is a protected part of the Provider's website, which belongs to some of the Services and which the Customer can access using a unique login and password (the login and password are communicated no later than on the effective date of the Agreement).
- 2.26. "**Failure**" is a condition where the Customer is prevented from using the Service for technical reasons, the Service is unavailable, its quality is reduced or its normal agreed scope is limited, if it occurs before or at the connection point (on the Provider's side).
- 2.27. "**Ticket Suspension**" is a Ticket resolution status where the Customer or another third party is required to continue resolution of the Ticket. The Provider is entitled to suspend the Ticket resolution until such time as the Provider receives the assistance. While a Ticket is in this status, no Fix time or Finish time is measured to meet the SLA.
- 2.28. "**Prophylaxis**" is defined as a predefined set of activities of the Provider that are performed on a specific technology without a specific Customer Ticket, repeatedly, for a predefined price and with a time period defined in the relevant Order.
- 2.29. "**Connection Point**" (or "**End Point**" or "**Forwarding Interface**") means the physical, virtual or imaginary point at which access to the telecommunications network is provided to the Customer or services are transmitted to the Customer.
- 2.30. "**Response time**" is defined for tickets created otherwise than by telephone at the Provider's HelpDesk or HotLine as the latest time from the creation of the ticket to the demonstrable transfer of the ticket to a specific Provider's representative responsible for its resolution, which is informed to the person who is listed as the ticket submitter.
- 2.31. The "**Service Desk**" (also referred to as the "**SD Application**" or just "**SD**") is an application for keeping track of all Tickets, their current status and resolution history. The Provider undertakes to operate such application throughout the term of the contractual relationship. The Parties may agree for a specific Service to record Tickets in the Customer's or third party application. This is only possible if the application meets the technical and quality parameters corresponding to the registration or billing needs of the specific Order. In such case, the Customer shall bear the operational, technical, licensing or other costs associated with the operation and use of such application. The Provider reserves the right to refuse to use such application if it finds its technical, operational or other parameters insufficient for the smooth performance of its contractual obligations towards the Customer.
- 2.32. "**Service work**" (also "**service services**" or "**service intervention**") is an activity performed by the Authorized Person or the Provider's Team, the purpose of which is usually (but not exclusively) to eliminate a defect, repair, supplement, change or extend functionality, correct a system, hardware or User error, etc. These are in particular:
- service work and services related to common computer equipment;
 - service work related to already installed cable distribution, network elements and telephone network;
 - technical services related to the modernisation of existing computer equipment;
 - work and services related to the installation of operating systems and common user software on workstations, setting up the user environment of PCs and printers, system antivirus, etc.;
 - professional technical and consulting activities, submission of proposals for modernization and improvement of the performance of the Customer's computer systems and other business and technical consultations;
 - technical software support;
 - other professional service tasks according to the Customer's requirements, which the Provider is able to provide with its own or mediated capacities.
- 2.33. The "**Authorized Persons List**" (also referred to as "**APL**") is a record containing individual persons and contacts of the Customer to whom the Customer has granted authorization for specific activities or actions in relation to the Provider or its services.
- 2.34. "**SLA**" is an agreement between the Customer and the Provider by which the Provider undertakes to comply with the Minimum Quality of Service, and in particular for the use of SLA Categories.
- 2.35. "**Service**" are generally activities provided by the Provider to the Customer on the basis of the Contract and the Order.
- 2.36. "**Contract**" means the relevant Framework Contract for the provision of professional services concluded between the Provider and the Customer.
- 2.37. "**Parties**" is a collective term for the Customer and the Provider when they have entered into the Contract together.
- 2.38. "**Technology**" is a collective term for the equipment, software and services of the Provider, the Customer or third parties which are the subject of performance under the Contract or Orders or which are associated with said performance.
- 2.39. "**Telecommunications network**" means a network of electronic communications, i.e. transmission systems that enable the transmission of information by wire, radio, optical or other electromagnetic means for the transmission of voice or data.
- 2.40. "**Ticket**" is the designation of the request in the Service Desk. A Ticket can be created automatically by monitoring systems, by answering a telephone request to the Provider's HelpDesk/HotLine, by entering it into the Service Desk web interface, or by sending an email to a dedicated Service Desk address.
- Each ticket must contain the following information:
- identification of the Customer
 - time and date of ticket creation
 - the type and number, or a clear description of the specific Technology that is the subject of the request (if known)
 - a specific description of the failure or need for repair/requirement, the time and manner of discovery, and any other relevant information
 - contact on the Customer's side (name, phone and email), responsible for cooperation in the solution
 - contact details of the person to be informed of the incident (usually the contracting authority)
 - a record of specific steps and activities, including identification of who implemented them and the time spent on them
 - ongoing ticket status
 - a description of the method of resolution, including time
 - relevant points according to par. 9.3
- Unless the Parties agree otherwise, the Provider's HelpDesk has the "TECH" level authorization as specified in the Authorized Persons List.
- 2.41. "**Team**" or "**Authorised Person**" is the name given to one or more employees who are involved in the performance of the terms of the Contract or Order.
- 2.42. "**Termination/Cancellation of Service**" means the termination of the provision of the Service or the termination of the Service including the removal of all configurations and data from the Provider's systems. In this case, it is not possible to restore the Services or any data left by the Customer on the Provider's systems (e.g., upon termination of the contractual relationship).
- 2.43. "**User**" means a specific natural person who uses or has used the relevant Services, where that person is the Customer or has been enabled by the Customer to use the Service.
- 2.44. "**Force Majeure**" are circumstances that have occurred independently of the Provider's will, without the Provider's fault, are unforeseeable or foreseeable but not controllable, and affect the quality and/or scope of the Services provided, in particular:
- (i) natural events such as fire, flood, earthquake, lightning, hail, high winds, windstorm, snowstorm, extreme cold, etc;
 - (ii) strike, mobilization, war, uprising, terrorist attack, epidemic;

- (iii) trade, monetary, political, epidemic or other measures of public authorities, seizure of goods, embargo, hacker attack, etc.
- 2.45. **"Sponsor"** means the person who created the Ticket. The Sponsor may be any person who enters a Ticket into the Service Desk, sends a request to the Service Desk email address, or does so by phone to the Provider's HelpDesk/HotLine and provides correct identification of the Customer and the Technology. Customer has the option to limit the Assignor to a specific Authorized Person List. In such a case, this limitation must be explicitly stated in the Other Provisions of the Contract or Order, and only the persons with the appropriate authorization listed in the Authorized Persons List will be the Contracting Authority. The Provider will then only accept requests from persons listed on the applicable Authorized Persons List.
- 2.46. **"Customer"** is a natural or legal person with whom the Provider has concluded the Contract.
- 2.47. **"Fault"** is a condition where the Customer is prevented from using the Service for technical reasons, the Service is unavailable, its quality is reduced or its normal agreed scope is limited, if it occurs behind the connection point (on the Customer's side).

3. Conclusion, validity and effectiveness of the Contract and the Order

- 3.1. The Contract is validly concluded on the date of its signing by both Parties. The Contract together with the GTCA forms a framework contract, while the Orders are partial (implementation) contracts that define the rights and obligations related to individual Services. The Contract must be concluded in writing no later than upon acceptance of the first Order, provided that only upon acceptance (conclusion) of the first Order is the Service to be provided agreed. The Order is validly concluded on the date of its acceptance by the Provider.
- 3.2. After the conclusion of the Order, the Provider shall carry out a technical examination whether the establishment of the Service is prevented by a technical or other difficult to overcome obstacle that prevents the establishment of the Service with the required parameters with reasonable efforts.
- 3.3. If, during the technical examination, the Provider finds that it cannot, with reasonable efforts, establish the Service on the requested Service Establishment Date due to a technical or difficult to overcome obstacle, the Provider shall propose an alternative Service Establishment Date to the Customer and the Provider shall have the right to withdraw from the concluded Contract or Order without penalty within three (3) working days. If the Customer does not withdraw from the Contract/Order within three (3) working days after notification of the alternative Service Establishment Date, the alternative Service Establishment Date shall be deemed to have been agreed.
- 3.4. The Provider is obliged to establish the Service only on the agreed Service Establishment Date. If the Customer is obliged to pay the Principal Amount or the Activation Fee, as the case may be, the Provider is obliged to start performing the activities aimed at establishing the Service only after their payment. If the Customer is in default in the payment of the Principal Amount or the Activation Fee, the Service Establishment Date shall be postponed by the amount of time by which the Customer was in default in the payment of the Principal Amount or the Activation Fee.
- 3.5. The Service under the Order is established and delivered on the Service Establishment Date. The Customer shall have the right, at its own expense, to arrange for a qualified person to be present to receive the Service. Failure to provide such person shall not affect the delivery of the Service. A trial run may be agreed in the Order and may be subject to a charge under the Order.
- 3.6. Unless otherwise agreed in the Contract or Order, the Contract/Order is concluded for an indefinite period of time with a notice period of three (3) calendar months. If it is concluded for a definite term and neither Party expresses in writing its wish to terminate the Contract/order before the expiry of this term, it shall be extended for an indefinite term with a notice period of three (3) calendar months.
- 3.7. The Customer is not entitled to terminate the Order for a fixed period before the period for which the Order was agreed. The duration of the Order is calculated from the Service Establishment Date, unless otherwise specified in this Order.
- 3.8. If the Provider or the Customer is entitled to terminate the Contract or the Order, the termination of the Contract or the Order is effective upon delivery or delivery to the other Party. If the termination is given or delivered on different days, e.g. because the addressee refuses to take delivery or is not available at the address in question, it shall be effective on the earlier date.
- 3.9. If the Contract or Order allows for changes in the scope of the services provided during its validity, the scope of Services specified in the Contract or Order shall be deemed to be the Minimum Monthly Performance.
- 3.10. The Provider's right to be billed or to pay a contractual penalty does not expire upon termination of the Contract/order.
- 3.11. The Customer may terminate the Contract/Order without penalty as a result of a change in the provisions of the Contract/Order or its

- components, the GTCA or arrangements that result in a worsening of the Customer's position, on the effective date of the change, if the Customer will not accept the new terms that worsen its position.
- 3.12. The Provider is entitled to withdraw from the Contract or the relevant Order, in particular if
- (i) the Customer defaults on payment for the Services;
 - (ii) The Provider will lose the authority to provide the Service;
 - (iii) the contract between the Provider and the owner of the relevant property for the placement of equipment for the provision of the Service is terminated;
 - (iv) The Customer has made an incorrect statement, withheld material circumstances, failed to notify a change to the Contract or failed to cooperate in the provision of the Service.
- 3.13. The Customer is entitled to withdraw from the Contract or the relevant Order,
- (i) if the Service has been unavailable for more than 480 hours in a calendar year; or
 - (ii) if the fault has not been rectified within seven (7) working days of the report. This does not apply if it is a planned, pre-notified outage, Force Majeure failure or the Customer is at fault.
- 3.14. All withdrawals from the Contract or Order and terminations of the Contract and Order must be made in writing.
- 3.15. The Order can be changed, until its acceptance by the Provider, only by e-mail message to tac@tcpro.cz and only by an authorized person listed in the Authorized Persons List.

4. Rights and obligations of the Provider

- 4.1. The provider is obliged to:
- 4.1.1. Establish and continuously provide the Service to the Customer on the terms and conditions set out in the Contract Documents.
 - 4.1.2. Conduct communication regarding performance under the Contract through the persons listed in the Authorized Persons List.
 - 4.1.3. Ensure the occupational health and safety of its employees and any other persons used by it to perform its obligations under the Contract or Order and who are present at the place of performance in connection with the delivery of the Services. It shall first ensure that the activities of its persons are coordinated and organised in such a way that the Customer's employees are protected at the same time and shall instruct its employees and any other persons used by it for the performance of the Contract on the principles of occupational health and safety and on any risks as required by the relevant labour legislation, in particular the Labour Code.
 - 4.1.4. To back up all configurations and settings of the equipment for which both parties have agreed, to maintain them according to their Prophylaxis, and to make these backups available for inspection and verification of functionality or to enable the creation of copies of them upon the Customer's request.
 - 4.1.5. Comply with the Customer's security and operational rules and processes, if he/she has been informed of them in a protocol.
 - 4.1.6. To warn the Customer of the inappropriateness of its instructions in the performance of its activities. In the event that the Customer insists on complying with the instructions despite the Provider's warning, the Provider shall not be liable for any damage caused thereby.
 - 4.1.7. Inform the Customer about changes to the Price List, the GTCA and other Contract documents at least one (1) month before the changes take effect by means of an e-mail message sent by the Provider to the Customer at the Central Contact Point, while the full new version of the documents in question will be published on the Provider's website or will be directly attached to such an e-mail message. If the Customer decides not to apply the provisions of par. 3.11 and no later than the effective date of the new terms and conditions does not duly notify such decision in accordance with para. 3.8, the option to invoke the provisions of paragraph 1 shall cease on the following effective date. 3.11.
 - 4.1.8. To perform any necessary outages of the telecommunications network or other Technologies that affect the scope or quality of the Services provided only after prior notification to the Customer (on the Provider's website or by e-mail to the central contact point, especially during night hours).
 - 4.1.9. Troubleshoot Faults to meet the SLA where technically possible, except for Force Majeure Faults.
- 4.2. The Provider is entitled to:
- 4.2.1. Not to set up or change the Service if the technical, technological or other conditions set out in the Contract Documents are not met by the Customer. In such a case, the Provider shall be entitled to reimbursement of all the funds it has spent to that point on the establishment of the Service.
 - 4.2.2. Use third parties for performance under the Contract or Order, but in such case the Customer is liable for the performance as if it had provided the performance itself.
 - 4.2.3. Not to reimburse the Customer for damages incurred as a result of interruption or defective provision of the Service, but only to settle the

- Complaint in accordance with the terms and conditions set out in these GTCS.
- 4.2.4. Refuse to provide the Service for a specific Incident if the Technology in question is not specifically listed in the Order or its attachments. Such refusal shall not constitute a breach of the obligations under the Order.
 - 4.2.5. Not to provide Service work or other Services on technology or equipment that is not specifically specified in the Order or its annexes and for which the Provider does not have the necessary know-how, technical or technological means at the time of acceptance of the request. In particular, these are certificates, revision certificates, special training or technical means, the acquisition of which would require the expenditure of financial and/or time resources disproportionate to the requested resolution date or the expected payment from the Customer for the resolution of such request. Such refusal shall not constitute a breach of the obligations under the Order.
 - 4.2.6. Limit or interrupt the provision of the Service for the duration of a necessary outage of the telecommunications network or other Technologies that affect the scope or quality of the Services provided. Failure to provide the Service during the period of a reported interruption is not a Failure.
 - 4.2.7. Change the topology of the telecommunications network or other Technologies, make adjustments and configurations to them and change the settings of the Service (IP, numbers, frequencies, etc.), provided that the parameters of the Service according to the Order are respected.
 - 4.2.8. To unilaterally adjust the prices of the Services provided due to changes in the prices of inputs, due to legislative changes, due to the intervention of the regulator, or due to changes in the overall market development, at any time during the calendar year and in the amount corresponding to inflation (which for this purpose will be measured by the consumer price index according to the ECOICOP classification published by the Czech Statistical Office, or any other similar index that may replace it in the future) published for the previous period, without such price increase entailing a change in the Contract, the Order or the Technical Specification.
 - 4.2.9. Change the Customer's Order, Contract, login and password identification numbers.
 - 4.2.10. Not to establish the Service or make changes to the Service unless the Contract and/or Order including all attachments are properly executed, or unless the Customer has documented the property owner's consent or provided the necessary cooperation, approved the project, provided access to the installation area, etc.
 - 4.2.11. Restrict the provision of the Service if the Customer breaches contractual obligations and, despite being notified and given an alternative deadline for performance, fails to remedy the situation (in particular if the Customer fails to pay for the Service) by preventing active access to the Service or suspending its provision. In the event of repeated non-performance of contractual obligations by the Customer, the Provider has the right to cancel the provision of the Service and withdraw with immediate effect not only from the Order to which the non-performance of contractual obligations relates, but also may withdraw from the Contract and all other Orders concluded with the Customer. The Customer shall also be obliged to pay the Provider all costs associated with the notice to remedy or pay the amounts due, in the amount of the Price List. The Customer shall also be sent notices of non-performance of contractual obligations in electronic form (e.g. by e-mail, data box, SMS message to the Customer's number specified in the Contract, Order or its attachments, etc.). The limitation of the provision of the Service may also consist in the non-performance of Service Work and Surveillance. If the Customer uses several Services and fails to pay for one or more of them, the provision of any of the Services may be suspended or restricted.
 - 4.2.12. Claim the Activation Fee according to the Contract/Order or the fee according to the Price List when reactivating the Service limited or interrupted due to the Customer's failure to fulfil its obligations.
 - 4.2.13. To withdraw from the Contract with immediate effect without prior notice if the Customer enters into liquidation or if insolvency proceedings are commenced against the Customer.
 - 4.2.14. List the Customer with whom it has a Contract as its reference customer, together with a brief description of the Services it provides to the Customer.
 - 4.2.15. Charge the Customer a penalty of up to 100% of the average invoiced price of the Service in the event that the Customer exceeds the quantity specification of the Order, i.e. uses the Service in excess of that specified in the Order, without first increasing/expanding the allocation (see para. 6.5), for each billing period in which the allocation is exceeded.
 - 4.2.16. Perform a new technical review of the Service pursuant to paragraph 3.2 in the event that the Customer makes changes pursuant to paragraph 3.2. 5.2.3 or 5.2.3. On the basis of this investigation, the Provider may apply the provisions of par. 3.3 and/or 5.1.6.

- 5.1.1. To pay properly for the Services provided and to pay the price for the Services on the due date according to the Order or tax document issued by the Provider. Payment shall be deemed to have been made only on the date the full amount is credited to the Provider's account.
- 5.1.2. To use the Service in accordance with the binding legal regulations, good morals, the Contract, the Order, the VPPS and other regulations of the Provider, in particular, he/she is obliged to:
 - 5.1.2.1. not intentionally or recklessly support, facilitate or engage in any illegal activities, including the transmission of illegal information;
 - 5.1.2.2. not to disseminate information that violates the right to protection of personality (e.g. defamation), is contrary to good morals of competition, interferes with the reputation of a legal entity, violates copyright, violates industrial rights (esp. Trademarks) or their dissemination is criminal (e.g. dissemination of alarmist messages, incitement or approval of a criminal offence, dissemination of child pornography and other illegal content, promotion of a movement aimed at suppressing human rights and freedoms, computer viruses, etc.);
 - 5.1.2.3. not compromise the security of the system or network, e.g. in an attempt to gain unauthorised access;
 - 5.1.2.4. not to make unauthorised use of data, systems or networks, or unauthorisedly test, investigate or test the vulnerability of systems or networks;
 - 5.1.2.5. not to violate security and authentication procedures without the express permission of the system or network owner;
 - 5.1.2.6. not interfere with services provided to other users, host systems or networks (e.g. by overloading or overwhelming data, "mailbombing", attempting to overload the system and other interference);
 - 5.1.2.7. not to send unsolicited electronic mail.
- 5.1.3. Ensure that all Users whom it has enabled to use the Service comply with all obligations set out in the Contract Documents and related to the specific Service.
- 5.1.4. Take all possible measures to prevent unauthorized persons from tampering with, damaging or stealing the Provider's equipment located at the Customer's premises.
- 5.1.5. Secure the property owner's consent to install necessary lines and equipment, if required.
- 5.1.6. To reimburse the Provider for all costs associated with the establishment or modification of the Service that the Provider had to incur because the Customer did not meet the conditions set for the establishment or modification of the Service. Failure to comply with the conditions shall be deemed to include the Customer's change of operational, technical or technological conditions from the state when the Service was established.
- 5.1.7. On the Service Termination Date, allow the Provider to professionally dismantle its equipment.
- 5.1.8. Immediately report to the Provider all known facts that could adversely affect the provision of the Service, in particular defects and malfunctions in the provision of the Service.
- 5.1.9. Ensure regular checking of your e-mail and data box and notify the Provider immediately of any changes to your identification and contact details.
- 5.1.10. Provide, at its own expense, the operating premises and electrical power supply for the Provider's telecommunications equipment necessary for the provision of the Service and reimburse the Provider for all expenses, damages and injuries incurred as a result of false or incomplete communication or notification by the Customer to the Provider.
- 5.1.11. Not to change the setup, wiring, location and spatial arrangement of the Provider's equipment at the Customer's location from the state at the time of the establishment of the relevant Service without the personal participation or written consent of the Provider.
- 5.1.12. Use the Service only through terminal equipment having valid technical and safety certificates for operation in the Czech Republic. The Customer is responsible for the condition of its equipment that it connects to the connection point.
- 5.1.13. Ensure cooperation with the Provider in setting up, modifying or terminating the Service, in providing Surveillance or Service Work and allow the Provider access to the Provider's equipment and the Customer's equipment included in the Surveillance.
- 5.1.14. To pay the invoice for the price of the Service even if the unauthorized use of the Service by other persons is due to the Customer's fault.
- 5.1.15. Use the primary point of contact - HelpDesk - for communication with the Provider. The current HelpDesk contacts are always listed on the Provider's website.
- 5.1.16. To keep its List of Authorized Persons kept by the Provider up-to-date and to ensure that it is updated without delay in the event of any change. Any message sent by the Provider to the e-mail address indicated in the Authorised Persons List shall be deemed to have been delivered without further delay. The Parties agree that if the Customer fails to select any email listed in the valid Authorised Persons List or fails to report a new email in accordance with the previous sentence, such

5. Rights and obligations of the Customer

- 5.1. The customer is obliged to:

action shall be deemed to be knowingly obstructing the delivery of mail within the meaning of Section 570 of the Civil Code.

- 5.1.17. Pay the Provider a termination fee in the event that the Provider withdraws from the Order for reasons attributable to the Customer, equal to the average invoiced amount for the Service multiplied by the number of months, as follows
 - (i) in the case of an Order for a fixed term equal to the number of months between the date of withdrawal from the Order and the date on which the Order was originally due to end, or
 - (ii) in the case of an Order concluded for an indefinite period of time by 3 (three months).
- 5.2. In particular, the customer is entitled to:
 - 5.2.1. Choose the address to which all documents will be sent by the Provider (correspondence address). If he/she does not do so, the address specified in the header of the Contract/order shall apply.
 - 5.2.2. Change the scope or make modifications and repairs to its Technology that are part of the Provider's subject matter of performance under the applicable Order. The Customer undertakes to inform the Provider of such changes no later than 30 (thirty) days prior to the implementation of such changes.
 - 5.2.3. Amend and update operating rules, safety guidelines, operating and other regulations or documents. If these documents affect the manner or quality of the Services, the Provider must notify the Provider in writing of the change at least thirty (30) calendar days prior to the effective date of the document and provide the Provider with a verifiable updated version of the documents.
- 5.3. The Customer acknowledges that:
 - 5.3.1. Communication over electronic communications networks is not secure and the data transmitted can be hacked, monitored or lost. The Provider shall not be liable for any damages incurred in this connection.
 - 5.3.2. The costs associated with the elimination of any problems caused by the Customer or a third party or caused by external influences, including natural events, are always borne by the Customer.
 - 5.3.3. If he/she rents and/or borrows equipment owned by the Provider, he/she is obliged to return the equipment at his/her own expense after the termination of the Contract/Contract. If not returned within five (5) working days of the termination of the Contract/order, the Customer will be charged the cost of the equipment at the purchase price and any other costs incurred. The Customer shall also be liable for damage and destruction of the Provider's equipment located on the Customer's premises.

6. Scope and definition of the service provided

- 6.1. The scope of the Services provided is specified in the Order.
- 6.2. Individual Orders, unless expressly stated otherwise herein, are not interdependent and may be terminated separately. Termination of one Order does not invalidate the other Orders.
- 6.3. The rights and obligations set out in the Order in deviation from the Contract or the GTCA shall prevail over the arrangements contained in the Contract and/or the GTCA within the meaning of para. 1.3 GTCA. However, such derogating arrangements shall only apply to this particular Order.
- 6.4. If the Customer's use of the Service is technically or otherwise linked to another service provided by a third party directly to the Customer under a contract between the third party and the Customer, then the cancellation or suspension of the provision of such service by the third party to the Customer shall be deemed to be a hindrance on the part of the Customer and the Provider shall not be liable for such failure or for the non-functionality, unavailability or reduced quality of the Service in the event of unavailability of the Service.
- 6.5. Each Order contains a quantitative specification (allocation) of the deliverable. For some of the Provider's services, the Customer has the possibility to expand/increase these quantitative parameters in a precisely defined procedure during the validity of the Order.
- 6.6. The service may fulfil the conditions for classification as a digital content service within the meaning of the Civil Code or as a thing with digital characteristics within the meaning of the Civil Code. The Parties agree that in matters not covered by the Contractual Documents, these relevant provisions relating to the provision of digital services and/or things with digital characteristics, in particular as regards warranties and updates, shall not apply.

7. Protection of intellectual property and confidential information

- 7.1. In the event that part of the Provider's deliveries constitute the subject of copyright and/or industrial rights, the Provider authorizes the User to exercise these rights to the extent necessary for the proper customer use of the Services or other deliveries of the Provider according to the contractual relations with the Customer, all within the framework of the provision of the Service and for the purpose of its proper functioning. The Provider grants the rights or license under this provision to the Customer/User on a non-exclusive basis and retains the rights to exercise

these rights itself in the manner necessary for the proper performance of its other contractual relationships, as well as the rights to grant these rights to third parties. The User shall not be entitled to assign, transfer, lend, allow the use of or otherwise grant the authorisations under this provision to third parties, temporarily or permanently, in any way whatsoever, without the prior written consent of the Provider. Neither is the User entitled to interfere with the subject matter protected by copyright and/or industrial property rights other than by way of customization made possible by the Provider.

- 7.2. The User undertakes to respect the copyright and industrial rights relating to any subject of the Services from the Provider and to comply with the obligations arising therefrom. In particular, the User is obliged to refrain from such treatment of the Provider's subject matter of the Services that will increase the risk of copying or other misuse of the subject matter of copyright and industrial rights.
- 7.3. All intellectual property rights associated with the materials and supplies in connection with the provision of the Services shall belong to the Provider, its suppliers or the owners of such rights, except for the rights expressly stated in the Agreement, and unless otherwise stated, the Customer shall not acquire any rights thereto.
- 7.4. The Parties undertake to unconditionally protect the Confidential Information and any information of the other Party arising from the Contract Documents, not to disclose or make it available to any third party, to keep it confidential and to protect it with the same diligence as they use to protect their own Confidential Information.
- 7.5. Third parties according to par. 7.4 are not:
 - 7.5.1. employees and contractors of the Contracting Party;
 - 7.5.2. members of the statutory bodies of the Contracting Party;
 - 7.5.3. legal, tax and accounting advisors and auditors of the Contracting Party;
 - 7.5.4. in the case of Confidential Information concerning the Provider, the Customer's existing and potential suppliers; and in cases where such persons are involved in the provision of the Services or in the implementation of other activities under the Contract/Order, they are bound to confidentiality under the same conditions as set out in this Article. 7 The Confidential Information shall be disclosed to such persons only for the purposes set out above and to the extent necessary to achieve such purpose.
- 7.6. Confidential information is the exclusive property of the Party to which it relates. The Parties shall not reproduce the Confidential Information or use it for their own purposes unless it is necessary for the performance or use of the performance provided under the Contract Documents.
- 7.7. However, notwithstanding any other provision of the Contract Documents, Confidential Information does not include information that:
 - 7.7.1. have become public knowledge without any obligation on the part of the receiving Party or the law to disclose them;
 - 7.7.2. was demonstrably and lawfully available to the receiving Party prior to the execution of the Contract Document, unless its protection was the subject of another Confidential Information Protection Agreement between the Parties;
 - 7.7.3. have been independently created or obtained by a Party who is able to substantiate this information by a third party contract, third party statement or its own records;
 - 7.7.4. have been provided to the receiving Party by a third party who is not bound by a duty of confidentiality in relation to such Confidential Information;
 - 7.7.5. must be made available on the basis of a legal regulation or a binding decision of a public authority.

8. Prices, billing, payment, payment terms

- 8.1. Unless otherwise stated, all prices are quoted in CZK (Czech Crowns) excluding VAT. VAT is charged according to the valid and effective legal regulations.
- 8.2. The price may be negotiated according to the Price List or by agreement of the parties in the Contract or Order.
- 8.3. All Services of the Provider shall be billed by tax document.
- 8.4. The date of the taxable supply is determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended.
- 8.5. The tax document for the Customer may also be issued by the Provider in electronic form and sent by e-mail to the Customer. The Customer expressly accepts the documents issued and delivered in this way as valid.
- 8.6. Any overpayments may be used by the Provider to pay any existing Customer arrears recorded by the Provider.
- 8.7. The customer is responsible for proper identification of their payments. In case of insufficient identification of payments, the Provider is entitled to set off the payment against the oldest receivable.
- 8.8. Unless otherwise stated in the Contract or the Order, the price is agreed according to the Price List, the due date of the tax document is seven (7) days, the billing period is the calendar month.
- 8.9. The Activation Fee is always due on the Service Establishment Date. If on the Service Establishment Date the Activation Fee is not credited to the

- Provider's bank account, the Provider is entitled to proceed according to par. 3.4.
- 8.10. Resource allocations, lump sum or periodic payments are always due no later than the last day of the calendar month preceding the period charged.
 - 8.11. Services and resources listed in the Contract/order as billed on an actual consumption basis shall be billed by the fifteenth (15th) day of the month following the month of consumption based on the consumption statement.
 - 8.12. Service work, consultations or any other activities performed on the basis of the Customer's requests (tickets) beyond the fixed scope set out in the Order will be charged by the fifteenth (15th) day of the month following the performance. The price of such work is determined by the statement of work (Service Desk statement), the list of materials and spare parts used and according to the Provider's Price List.
 - 8.13. If the Customer is in default with payment of any payments, the Provider has the right to demand statutory interest on late payment.
 - 8.14. In the event that the Customer is in arrears with any payment for more than seven (7) days, the Provider is entitled to proceed according to the terms set out in the Contract Documents, in particular according to para. 4.2.1, para. 4.2.11 or to withdraw from the Contract/order with immediate effect pursuant to Par. 3.12. In this case, the Provider's rights to payment of costs, compensation, damages, indemnities and penalties shall not be affected.
 - 8.15. If a Principal has been provided, it will only be drawn upon if the overdue obligation covered by the Principal is not paid even after a prior written demand. Upon Termination of the Service to which the Security Deposit relates, the Security Deposit will be returned to the Customer promptly (reduced, if applicable, by the amounts due).

9. Supervision, service work, fault and defect reporting

- 9.1. If the Customer discovers a Service Failure or Fault, he/she is obliged to report this fact by e-mail or by phone to the Provider's HelpDesk or to the Provider's Service Desk. Current contacts are always listed on the Provider's website.
- 9.2. The Provider undertakes to rectify Faults within a reasonable time using reasonably expected efforts from the time of notification by the Customer.
- 9.3. The report must include the Customer's identification, identification of the Service, whether it is a Fault or a Failure, a description of the Fault/Fault and any other relevant facts, e.g.
 - (i) the time of the occurrence or discovery of the Fault/Disorder;
 - (ii) steps to reproduce the error;
 - (iii) the conditions under which the error can be reproduced;
 - (iv) any attempts at resolution or procedures that have been undertaken to rectify the problem by the Customer/User;
 - (v) any suspicions as to the cause of the problem;
 - (vi) the name of the contact person and current contact details.
- 9.4. The Provider is only responsible for Faults on its side. The Provider shall have the right to charge the Customer for the costs of fault detection and elimination in the event that it is objectively proven after reporting the Fault that it was caused by the Customer or the User, that it is a Fault, or that the Fault was caused by another supplier of the Customer.
- 9.5. A power interruption on the Provider's equipment located on the Customer's premises is not a fault.
- 9.6. The Customer is obliged to provide access to the Provider's authorized persons to the equipment located in the Customer's premises so that the Fault/defect can be removed without delay. In the event that the Customer fails to do so, the period of time during which it is not possible to work on the removal shall not be included in the period of the Fault. The Provider shall be entitled to charge for costs incurred by failing to provide access to the Provider's equipment at the Customer's premises.
- 9.7. The Customer and the Provider may agree to include the Customer's or third party's equipment in the View. In such case, this Surveillance shall be governed by the Provider's terms and conditions. Inclusion of equipment in the Surveillance must be agreed in the Order, and removal must be made as an amendment to the Order.
- 9.8. If it is necessary to perform Service work on equipment that is not owned by the Provider, but is part of the Overview, the Customer is obliged to order the intervention by a written Order, by email sent to the Helpdesk or through the Provider's Service Desk, unless a written lump sum Order with a financial limit on the price of such interventions is agreed by the Contract.
- 9.9. The goal of the Oversight is to maintain the network and Technology in continuous operation, or with minimal interruptions and downtime. For this reason, there must be clear transparency of responsibilities for the operation of the network and Technology. Therefore, the following ground rules are established for the Services included in the Overview:
 - 9.9.1. Customer agrees to report any power outages, internet outages, and other events that could cause temporary outages to the equipment that is part of the network or Technology under review.

- 9.9.2. The Customer undertakes to report the Fault and the planned outage, if the Service includes active Service Monitoring, at least one working day in advance of the planned equipment outage.
- 9.9.3. The Provider is obliged to report at least 48 hours in advance planned network or Technology outages that could affect the quality and scope of the Service.
- 9.9.4. The Provider shall have the right to exclude from the View a Service for which the Customer/User has repeatedly violated the conditions under this paragraph. 9.9.

10. Complaints

- 10.1. If the availability of the Service drops below the Minimum Quality of Service due to the Provider's fault (i.e. due to a Failure), the Customer is entitled to compensation. A refund will only be provided if the Customer claims the refund by way of a claim.
- 10.2. Unless otherwise specified in the Contract or Order, the Provider guarantees a Minimum Quality of Service with an availability guarantee of 5 9% per billing period. Compensation for non-compliance with the Minimum Quality of Service in the relevant billing period is provided in the form of a discount, the amount of which is set out in the "SLA Specification" document available on the Provider's website or in a separate SLA between the Customer and the Provider.
- 10.3. The Customer has the right to complain about the quality, scope and price of the Services. Complaints must be made in writing by post or electronically to the Helpdesk. The complaint must be submitted without delay, but no later than within two months of the occurrence of the complained of fact, i.e. from the delivery of the invoiced price for the Service, or from the defective provision of the Service, otherwise the right to complain will expire. The submission of a claim for the amount of the billed price shall not have suspensive effect and the Customer shall be obliged to pay the price for the Service provided no later than the due date of the relevant bill.
- 10.4. The complaint must be marked as "*Complaint*" and must contain the Customer's identification, identification of the Service, a description of the reason for the complaint and any relevant facts, the time of the occurrence or discovery of the reason for the complaint, the name of the contact person and must be signed by a person from the Authorized Persons List.
- 10.5. The Provider is obliged to settle a complaint about the billing of the price for the provision of the Service without undue delay and no later than thirty (30) days from the date of receipt of the complaint. If the settlement of the complaint requires a discussion with an external provider, the Provider shall settle the complaint within two (2) months from the date of its receipt at the latest.
- 10.6. The Customer will be compensated for a legitimate complaint in the form of a discount on the price of the Service according to the SLA Categories or according to the agreed SLA on the next billing. The maximum discount on all compensation is thirty percent (30%) of the price of the relevant Service in the relevant period. In the event of termination of the Contract or Order, compensation will be provided in cash.
- 10.7. In connection with the provision of the Services, there may be a need to perform planned or unplanned repairs, maintenance, remote repairs or updates to software installed on the Customer's computer system or technology, or there may be a need to limit or suspend the operation of the Services in response to a cyber-attack by a third party, whereby the quality of the Services may be temporarily reduced, or the technology may be partially or completely disabled. The Customer will not be entitled to any fees or damages, including claims, due to a reduction in the quality or interruption of the Technology or Services during maintenance.

11. Liability for damages

- 11.1. The Provider shall not be obliged to pay the Customer compensation for damages, including lost profits, resulting from interruption of the Service or defective provision of the Service. Furthermore, the Provider shall not be liable for any damages resulting from Force Majeure.
- 11.2. In other cases not referred to in par. 11.1 The Provider shall be liable for actual damage caused by the proven fault of the Provider, except in cases excluding liability under applicable laws. The Provider is obliged to pay such damage in the actual amount proven, but not more than CZK 100,000, unless otherwise agreed in the Contract.
- 11.3. The Provider shall not be liable for an incorrectly billed price of the Service or for a defective Service provided, unless the Customer has exercised the right to claim the price so billed or the Service provided from the Provider pursuant to para. 10.3.
- 11.4. All interfaces of the Services and system interfaces made available to the Customer by the Provider are accessed by the Customer entirely at the Customer's own risk. The Provider shall not be liable for any damages caused to the Customer in connection with improper use of the Services, Technology and Systems.
- 11.5. The Customer is also liable to the Provider in full for damage caused by a third party to whom he has intentionally or negligently enabled the use of the Service or to whom he has provided the Service within the framework of commercially binding relations.

12. Common and final provisions

- 12.1. These GTCS may be amended by the Provider during the validity of the Contract in the manner set out in para. 4.1.7 GTCA.
- 12.2. The Customer is not entitled to transfer or assign its rights and obligations under the Contract, the Order or the GTCA to a third party without the Provider's prior written consent.
- 12.3. The Provider is entitled to transfer all its rights and obligations under the Contract, the Order, these GTCA or any related contracts to any third party without further consent of the Customer. The Provider is obliged to inform the Customer of the transfer of rights only in writing.
- 12.4. All legal relations, rights and obligations arising from or directly related to the Contract Documents, as well as the facts not regulated by them, are governed by Czech law, in particular the Civil Code, with the exception of the regulation of digital content and things with digital properties, as set out in para. 6.6 These GTCA.
- 12.5. If any provision of the Contract Documents, and in particular these GTCA, is found to be invalid or unenforceable or becomes invalid or unenforceable after its execution, this shall not affect the validity and enforceability of the other provisions of the Contract Documents. The Parties shall, without undue delay and at the request of either Party, replace such invalid or unenforceable provision with a valid and enforceable provision whose content is as close as possible to the intent of the invalid or unenforceable provision. This shall apply *mutatis mutandis* even if the invalidity or unenforceability affects a substantial part of the Contract or Order.
- 12.6. In the event of disputes arising out of or in connection with the Contract, they shall first be settled amicably. If the disputes cannot be resolved in this way and if no arbitration clause has been agreed between the parties, disputes between the parties shall be resolved in accordance with the provisions of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, with the court designated by the Provider's registered office as the court with local jurisdiction for the resolution of disputes.

- 12.7. The Provider processes personal data necessary for the proper performance of activities under the Contract Documents, in accordance with the Provider's privacy policy listed on the website www.tcpro.cz. For the case where the Customer is a natural person, the Customer confirms that he/she has read these principles, and the Parties state that the Provider has hereby fulfilled its information obligation under European Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). In the event that the Customer provides the Provider with personal data of third parties (typically its employees or other cooperating persons), the Customer undertakes to inform these persons of this fact and to refer them to the Provider's privacy policy available on the Provider's website.
- 12.8. If the Customer has not expressed his/her disagreement with sending commercial communications in the Contract, according to § 7 paragraph 3 of Act No. 480/2004 Coll., on certain information society services and on amendments to certain acts, as amended, the Provider may send commercial communications concerning its own similar products or services to the Customer's current email address. The Customer has the possibility to withdraw his/her consent to receive such communications at any time by sending an e-mail message to gdpr@tcpro.cz.
- 12.9. The Provider shall be entitled to pay a contractual penalty of CZK 10,000 for each individual breach of the Customer's obligations under the Contract, Order or GTCA. The payment of the contractual penalty shall not extinguish any claim of the Provider for payment of any fees or damages.

These GTCS are valid and effective as of 1.2.2022 and fully replace all previous General Terms of Service.