

Terms and Conditions

For the provision of electronic communications of the company The Cloud Provider s.r.o. in accordance with the law 127/2005 Sb., about electronic communications and changes in certain related laws amended and valid from **August 1, 2020**

1. Subject Matter

- 1.1. The company The Cloud Provider s.r.o. with headquarters at Prazska 483, 397 01 Pisek, ID: 093 21 900, registered by the commerce registry recorded by the Regional Court in Budweis, label C 30091 (further also "Provider"), providing the services of electronic communications, hereby states the Terms and Conditions of the electronic communications services (further also "VPEK"), which regulate the provision of services based on the Contract regarding the provision of electronic services (further also "Contract") and Order/Orders including the description or specification of the provided service/services (further also "Order"), concluded between the Provider on one side and the Customer on the other side. The services are provided in the Czech Republic.
- 1.2. The Contract, Order/s, VPEK and other appendices to the Contract or Order such as price lists of services, service descriptions, offered and guaranteed service quality, servicing or any other provisions agreed upon between the parties (further also "Contractual Documentation") together create a complete Contract. In case there is discrepancy or contradiction among the Contract, Order or these VPEK, the documents have precedence in the following order: 1. Order, 2. Contract and 3. VPEK. Provisions of any documents concluded between the Provider and the Customer have precedence over those provisions in law that do not have mandatory nature.
- 1.3. Based on the Contractual Documentation the Provider commits to provide to the Customer the agreed upon services for the agreed upon time period and the Customer commits to adhering to all obligations given by the Contractual Documentation namely pay for the services in full and on time.

2. Definitions of Terms

Unless it is explicitly stated otherwise, the terms included in these VPEK and any other Contractual Documentation have the meaning stated below. Unless the Contractual Documentation shows otherwise, the terms stated in singular also include plural terms and terms stated in plural also include singular terms.

- 2.1. „**Contract**“ is the given Contract for electronic services provision concluded between the Provider and the Customer.
- 2.2. „**Order**“ includes specifications for service/s and states specific technical, pricing and additional conditions of the given service/s.
- 2.3. „**Service**“ is a service provided by the Provider to the Customer based on the Contract and Order.
- 2.4. „**Customer**“ is an individual or company whom the Provider concluded a Contract with.
- 2.5. „**User**“ is a specific individual using the specific service and this person is either the Customer itself or the Customer allowed the person to utilize the service/s.
- 2.6. „**Start Date**“ is the day since when the Customer is first allowed to use the service regardless of the fact whether the Customer really starts using it or not. Based on the properties of the service it is the day when the supply and installation of the device is finished, when all telecommunication network configurations on the side of the Provider have been set and all other relevant activities necessary have been finished or it is the day the Customer receives the access information.
- 2.7. „**Telecommunication Network**“ is the network of electronic communications which means the transmission systems which allow the transmission of information via cable, radio, optical or other electromagnetic means serving the purpose of voice or data transmission.
- 2.8. „**Connection Point**“ (or „**End Point**“, or „**Transfer Interface**“) is a physical or virtual point at which the Customer receives access to the telecommunication network or at which the Customer receives services.
- 2.9. „**User End Device**“ is any device allowing the access to the service or its utilization. The Customer confirms that she was introduced to the parameter requirements for the end device for the smooth operation of the service.
- 2.10. „**Fault**“ is a state at which the Customer is prevented from using the service due to technical issues, the service is unavailable, the service has lower quality or the regular scope

of the service has decreased if this happened after the Connection Point (on the side of the Customer).

- 2.11. „**Failure**“ is a state at which the Customer is prevented from using the service due to technical issues, the service is unavailable, the service has lower quality or the regular scope of the service has decreased if this happened before the Connection Point (on the side of the Provider).
- 2.12. „**Monitoring**“ is the actively performed activity of the Provider to secure the smooth operation in a way to fulfil all the guaranteed parameters of the service stated in the Contract and/or the Order.
- 2.13. „**Dashboard**“ is the protected part of the web pages of the Provider belonging to specific services and to which the Customer has access through a unique login and password (login and password are provided latest on the day the Contract becomes valid)
- 2.14. „**Restriction to Providing Service**“ is the restriction to the active access to the service which is partially restricted. During the restriction to providing the service, the services are charged by the Provider in accordance with the valid price list. The renewal of the service is possible by the request of the Customer and after the fee based on point 4.2.7. has been paid.
- 2.15. „**Service Disconnection**“ is the full restriction of access to the service. During the service disconnection the services are not charged by the Provider.
- 2.16. „**Cancellation/Termination of Providing the Service**“ or „**Cancellation/Termination of the Service**“ is the termination of providing the service or termination of service including the removal of all configurations and data from the systems of the Provider. In such a case it is not possible to recover the services not any data which the Customer left in the systems of the Provider (for example when terminating the Contractual Relation).
- 2.17. „**Minimal Monthly Payment**“ is the amount of services and financial amount stated in the Contract, Order or price list which specify the minimal scope of the utilized services and their price per one invoicing period.
- 2.18. „**Activation/Deactivation Fee**“ is the price for the start/termination of the service charged by the Provider and it is due when starting/terminating the service.
- 2.19. „**Authorized Person**“ is a person authorized by the company The Cloud Provider s.r.o. to provide Servicing.
- 2.20. „**Principal**“ is the financial amount ensuring the payment of obligations due. It will be used only in cases when the financial obligation is overdue and has not been paid even after a written notice has been sent. After the service related to the Principal has ended, the Principal will be returned immediately to the Customer (or it will be cut by the financial obligations).
- 2.21. „**Minimal Guaranteed Service Quality**“ (or „**SLA**“) is the guaranteed adherence to technical parameters of the service on such a level the User can use the service without any restrictions, in usual quality for the specific service and in scope the Customer chose.
- 2.22. „**Helpdesk**“ (or „**Network Operations Center**“ or „**NOC**“ or „**TAC**“ or „**Hotline**“) is the primary contact point which receives requests for technical problem solutions, servicing orders, parameter change requests, sales, technical and other inquiries, etc.
- 2.23. „**Servicing**“ (or „Servicing Intervention“) is the activity done by the Authorized Person of the Provider whose goal is to usually (but not exclusively) remove a failure, fix, refill, change or extend functions, correct a system error or the error of hardware or the User etc. This mainly includes:
 - Servicing of the regular computing technologies;
 - Servicing of the already installed cable distribution, network elements and phone network;
 - Technical services related to the modernization of the current computing technologies;
 - Work and services related to the installation of operation systems and regular user software to work stations, set-up of the user PC environment and printers, removal of viruses etc.;

- Professional technical and consulting activities, submitting modernization proposals and increasing efficiency of Customer computing systems and other sales tech consulting;
 - Technical software support;
 - Other professional servicing based on the requests of the Customer which the Provider is able to ensure or is able to find a supplier to ensure the fulfillment of the request.
- 2.24. **„Data Center“** is a space designed for the continuous operation of computer servers and other information technologies of the Provider, in which his services are provided.
- 2.25. **„Law“** is the law 127/2005 Sb., about electronic communications and changes in certain related laws amended.
- 2.26. **„Higher Power“** means circumstances which occurred independently from the will of the Provider without his fault, they are unpredictable, predictable but uncontrollable and they influence the quality or the scope of the provided services, and they include namely:
- (i) Natural events such as fire, flood, earthquake, lightning, hail storm, strong winds, windstorm, blizzard, extreme frost etc.;
 - (ii) Strike, mobilization, war, riot, terroristic attack, epidemic;
 - (iii) Commerce, monetary, political or any other measures of the public authorities, goods confiscation, embargo, hacking attack etc.
- 2.27. **„Authorized Person Log“** is the record including individual persons or contacts of the Customer, to whom the Customer has given authorization to specific activities in relation to the Provider and his services.
- 2.28. **„Central Contact Point“** is the main contact of the Customer provided in the Authorized Person Log, to whom all the electronic communication from the Provider is sent and is meant for the Customer when a specific person is not provided in the Authorized Person Log (for example accounting information and invoicing) or are general in nature and relate to the services generally (for example planned outages, changes in price lists, VPEK etc.).

3. Conclusion, Validity and Effectiveness of the Contract and Order

- 3.1. The Contract is valid and concluded on the day it is signed by both of the Contractual Parties. The Contract along with VPEK represent the framework agreement and the Orders are individual implementation contracts which define the rights and responsibilities related to the individual services. The Contract has to be concluded in writing latest on the day the first Order has been accepted. The provided service starts only after the first order has been accepted.
- 3.2. After the acceptance of the Order, the Provider examines the technical aspects of the service if it can be started and is not hindered by any technical or hardly to be overcome obstacle which prevents the service to start with the requested parameters when adequate effort has been made to remove these obstacles.
- 3.3. If the Provider finds out during the technical examination that he cannot start the service when exercising adequate effort on the day of the service start due to technical or hardly to be overcome obstacles, he suggests to the Customer another day of the service start or the Provider has the right to withdraw from the concluded Contract or Order without any sanctions within three (3) work days. If the Customer does not withdraw from the Contract or Order within three (3) days after the alternate start day has been announced, then the alternative start day for the service is considered to be agreed upon.
- 3.4. The Provider is obliged to start the service on the start day agreed upon. If the Customer has the obligation to pay the Principal or Activation Fee, the Provider is obliged to take action towards the start of the service only after this payment has been made. If the Customer is overdue with the Principal or Activation Fee, the start day of the service shifts by a time period for which the Customer has been overdue with such a payment.
- 3.5. The service is started and provided on the day the Provider enables its use. It is possible to agree about trial operation period in the Order. This trial operation can be covered by a fee.
- 3.6. The Order/s are concluded for an indefinite period or for a definite period. If the Order is concluded for a definite period and neither of the Contractual Parties expresses in writing the will to terminate the Contract before the period expires, the

Contract is prolonged for an indefinite period with the notice period of three (3) months. The Order concluded for a definite period cannot be terminated by the Customer before the definite period has expired. The Order period starts on the day the service is started.

- 3.7. If the Provider or Customer is able to terminate the Contract or Order, the Contract termination is valid when it is delivered to the other Contractual Party. If the termination notice has been delivered in different days, for example the letter is rejected or cannot be delivered to the provided address, it becomes valid on the day that comes first. If it is not possible to deliver the notice to the last provided address, it becomes delivered on the fifth (5) day after a clear handover to the post company. This holds true for the delivery of any documentation.
- 3.8. If the Contract or Order does not state otherwise, the Contract or Order has been concluded for an indefinite period with the notice period of three (3) months.
- 3.9. If the Order allows for the services to be changed in cope during the validity of the Order, the scope of the services stated in the Order is considered to be the Minimal Monthly Payment (see point 2.17).
- 3.10. The right of the Provider to payments or Contractual Fine payment does not cease to exist with the termination of the Contract or Order.
- 3.11. The Customer can terminate the Contract or Order without any sanctions die to the changes in the provisions of the Contract or Order or its parts, VPEK or provisions that lead to the worst position of the Customer to the day when these changes become effective if such changes that worsen his position are not accepted.
- 3.12. If service provided means phone service, the Contract or Order can also be terminated when the phone number has been transferred to another provider. Specific provision of the Law as well as conditions of the Provider published in his website regulate the option to transfer numbers.
- 3.13. The Provider has the right to withdraw from the Contract namely when
- (i) Customer is overdue with the payments for the services;
 - (ii) The Provider loses the license to provide the services;
 - (iii) If the Contract regarding the payment of the devices for the service provision between the Provider and the owner of the property is terminated.
 - (iv) The Customer has stated false information, has not stated important circumstances, did not report a change in the Contract or does not provide cooperation during the service provision.
- 3.14. The Customer has the right to withdraw from the Contract
- (i) If the service has not been available for more than 480 hours in a calendar year or
 - (ii) If a failure has not been removed within seven (7) days since it has been reported. This provision is not valid when it comes to announced outages, outages caused by Higher Power or they are the Customer's fault.
- 3.15. All withdrawals from the Contract or Order and terminations of the Contract or Orders have to be done in writing.
- 3.16. The Order can be changed solely by an e-mail message to tac@tcpo.cz and only by an authorized person listed in the Authorized Person Log.

4. Rights and Responsibilities of the Provider

- 4.1. The Provider is obliged to:
- 4.1.1. Start and continuously provide the service to the Customer under the conditions stated by the Contractual Documentation.
- 4.1.2. Inform the Customer about changes in the price list, VPEK and other contractual information at least one (1) month prior to these changes becoming effective and the notice should be provided via e-mail sent by the Provider to the Customer to the Central Contact Point. The new version of the documents will be published on the website of the Provider or will be directly included in the e-mail message. If the Customer decides not to apply point 3.11 and latest of the day the changes become effective does not report his decision based on point 3.7, it means he fully accepts with the changes and agrees with them.
- 4.1.3. Do necessary outages of the telecommunication network namely in night hours only after a prior announcement to the Customer (on the website of the Provider or via e-mail to the Central Contact Point).
- 4.1.4. Remove failures to adhere to SLA if it is technically possible with the exception of failures caused by Higher Power.

- 4.1.5. The Provider is not obliged to pay to the Customer the compensation for damages emerging as a result of the interruption or wrong provision of the service but only settle a complaint based on the conditions stated in these VPEK.
- 4.2. The Provider has the right to:
- 4.2.1. Restrict or interrupt providing of the service to a time period necessary for the telecommunication network outage. Not providing the service for the time period of an announced outage is not considered a Failure.
- 4.2.2. Change the topology of the telecommunication network, adjust it, change configurations and change the settings of the service (IP, numbers, frequencies etc.) if the parameters of the service will be preserved based on the Order.
- 4.2.3. One-sidedly adjust prices of the provide services due to the change in prices of the inputs, legal changes, based on an intervention from the side of a regulator or as a result of the changes on the global market. This can be done at any time during the calendar year and by the amount reflecting inflation (for this purpose it will be measured by the index of consumer prices based on the ECOICOP classification announced by the Czech Statistics Bureau or by any other related index which will replace it in the future) published for the previous time period without this kind of change resulting in the changes of the Contract, Order or technical specifications.
- 4.2.4. Change the identification number on the Orders and Contracts or login and password of the Customer.
- 4.2.5. Not to start a service or make a change in the service if the Contract and/or Order is not concluded including its appendices or if the Customer did not provide a consent of the property owner or did not cooperate sufficiently during installation, did not approve the project, did not allow access to the installation space etc.
- 4.2.6. Restrict the use of the service if the Customer breaks the contractual obligations and despite warnings and an alternate day for remedy does not fulfill the remedy (namely if he does not pay for the service) by restricting the active access to the service with the exception of emergency calls. If the contractual conditions are repeatedly broken, the Provider has the right to cancel the provision of the service and immediately withdraw not only from the Order related to the transgression but also from the Contract and any other Orders concluded with the Customer. The Customer is obliged to pay to the Provider for any costs related to the warnings for remedy or any overdue payments based on the valid price list. The Customer consents to being send the warnings for remedy even via a text message to the number the Customer has provided in the Contract, Order or its appendices. The restriction of the service use may also include no servicing and monitoring. If the Customer uses more services and does not pay for one or more, any of these services can be stopped or restricted.
- 4.2.7. When reactivating the service restricted or stopped due to the noncompliance of the Customer to his obligations, the Provider has the right to an Activation Fee based on the Contract or Order or for a fee based on the currently valid price list.
- 4.2.8. The Provider has the right to withdraw from the Contract immediately without any prior notice if the Customer enters liquidation or if insolvency proceedings are instituted.
- 4.2.9. The Provider has the right to list the Customer, whom he has concluded a Contract with, as his reference customer along with the brief description of the services provided to the Customer.
- 4.2.10. If the Customer exceeds the quantitative specification of the Order, which means he uses the service beyond the specifications in the Order, without any previous increase or extension of the allocation (see point 6.9), the Provider has the right to charge the Customer with a fine up to the amount of 100 % of the average amount invoiced to the Customer for each invoicing period the allocation is exceeded.
- 5.1.2.1. intentionally or out of negligence not to support or allow any illegal activities, not joining them, including the transmission of illegal information;
- 5.1.2.2. not to spread information that break the right for personal protection (such as slander), that are inn contradiction to good manners of economic competition, interfere with the good reputation of a legal entity, break copyright, break industrial rights (namely trademarks) or their spreading is illegal (for example alarming messages, incitement or approval of crime, spreading of child pornography and other illegal content, promotion of movements supporting suppression of rights and freedoms, computer viruses etc.).
- 5.1.2.3. not to breach security systems or networks, for example in an attempt to gain unauthorized access;
- 5.1.2.4. not to use unauthorized data, systems or networks or try, examine and test without authorization the vulnerability of systems and networks;
- 5.1.2.5. not to breach security and verification procedures without an explicit consent of the system or network owner;
- 5.1.2.6. not to interfere with the services provided to other users, host systems or network (for example, in the form of overload or data overload "mailbombing", attempts to overload the system or other interferences);
- 5.1.2.7. not to send spam.
- 5.1.3. The Customer is obliged to ensure that all Users he has allowed the use of services to adhere to all the responsibilities stated in the Contractual Documentation and related to the specific service.
- 5.1.4. Take any possible measures preventing unauthorized persons to manipulate with, damage or steal the devices of the Provider which are a part of the telecommunication network placed on the premises of the Customer.
- 5.1.5. Ensure the consent of the property owner to install any necessary lines and devices if necessary.
- 5.1.6. Pay to the Provider all of the costs related to the start or change of the service which the Provider had to spend due to the Customer not fulfilling the conditions stated for the start or change of the service. Not fulfilling the conditions also included if the Customer changes the default settings of the installation opposed to the state when the service was started.
- 5.1.7. Allow the Provider by the day of the termination of the service provision to professionally disassembly of his devices.
- 5.1.8. Immediately report to the Provider all the known circumstances that could negatively impact the provision of the service, namely faults and failures.
- 5.1.9. The Customer is obliged to ensure regular checks of his e-mail address and reporting of any changes in identification and contact information to the Provider.
- 5.1.10. The Customer has to ensure on his own costs operation space and electric supply for the telecommunication devices of the Provider necessary for the provision of the service and to pay to the Provider any costs or damages resulting from the false or incomplete information from the Customer.
- 5.1.11. Not change without personal representation or a written consent from the Provider the settings, connection, placement and space distribution of the devices of the Provider on the premises of the Customer as opposed to the state when the service started.
- 5.1.12. Use the service only through the end devices having valid technical and security licenses for the operation in the Czech Republic. The Customer is responsible for the state of his devices being connected to the Connection Point.
- 5.1.13. Ensure cooperation to the Provider to the start, change, termination, monitoring and servicing and allow the Provider access to his devices.
- 5.1.14. Pay for service invoice even in situations when the service has been used without authorization by another person by a fault of the Customer.
- 5.1.15. Select the address to which he will receive all written documentation from the Provider (correspondence address). The Customer explicitly agrees to having being sent all documents related to the Contract or Order to this address and in case the documents are returned from this address, the letter is considered delivered by the day it has returned to the Provider. In case this address is not filled in, a correspondence address will be the address stated in the header of the Contract or Order.
- 5.1.16. The Customer commits to using as a primary communication way with the Provider the Helpdesk (see point 2.22). Current
- 5. Rights and Responsibilities of the Customer**
- 5.1. The Customer is obliged to:
- 5.1.1. Pay on time for the provided services and make the payment by the due date according to the Order or invoice provided by the Provider. The payment is considered successful by the day it has been recorded on the account of the Provider.
- 5.1.2. Use the service/s according to the legally binding provisions, good manners, Contract, Order, VPEK and any other provisions of the Provider, but namely he is obliged to:

Helpdesk contacts are always provided on the website of the Provider.

- 5.1.17. The Customer is obliged to keep his Authorized Person Log updated and in case of any changes to immediately ensure update of this Log. Any message sent by the Provider to the e-mail address stated in the Authorized Person Log is being considered delivered. The Contractual Parties have agreed that if the Customer does not regularly check the email stated in the valid Authorized Person Log and if he does not report a new e-mail address based on the previous sentence, such behavior will be considered as an intentional obstruction of mail delivery in the sense of § 570 par. 1 of the law 89/2012 Sb., of the civil code.
- 5.1.18. The Customer takes into account that the communication through the electronic communication networks is not secured and the transferred data can be attacked, monitored or lost. The Provider has no responsibility for the damages related to such situation.
- 5.1.19. If the Provider withdraws from the Order due to the Customer, the Customer is obliged to pay to the Provider a Contractual Fine which is equal to the average invoicing amount for the given service multiplied by the number of months as follows
- (i) if the Order has been concluded for a definite period this equals to the amount of months between the withdrawal from the Order and the original termination date of the Order.
 - (ii) if the Order has been concluded for an indefinite period multiplied by 3 (three months).
- 5.1.20. The Customer takes into account that if he has rented and/or borrowed devices owned by the Provider, he is obliged to return such a device after the Contract or Order has been terminated on his own costs. If the device is not returned within five (5) work days since the Contract or Order has ended, the Customer will be charged with a price of this device. The Customer is also responsible for the damages and stolen device of the Provider placed on his premises.

6. Scope of the Provided Service

- 6.1. The scope of the service is stated in the Order.
- 6.2. The service is handed over based on point 3.5 on the day the service starts. The Customer has the right to hire a qualified person on his own costs to attend the handover of the service. Not ensuring the presence of such a person does not influence the handover of the service.
- 6.3. Individual Orders are independent of each other and can be terminated individually. Terminating one Order does not automatically terminate the other Orders.
- 6.4. The rights and responsibilities stated in the Order differing from the Contract or VPEK have precedence to the provisions stated in the Contract and/or VPEK by VPEK point 1.2.
- 6.5. If the use of the service by the Customer is technically or otherwise bound to another service provided by a third-party directly to the Customer based on a contract between the Customer and the third-party, then the cancellation or stopping of such a service by the third-party to the Customer is considered to be an obstacle on the side of the Customer and the Provider then is not responsible for the malfunction or unavailability of the service caused by the outage in that manner.
- 6.6. If a part of the delivery by the Provider consists of copyright or industrial rights, the Provider authorizes the User to exercise such rights to the extent necessary to the full service use or other performance of the Provider given by the Contractual Relation to the Customer, all being done within the service functionality to ensure its full availability. Authorization or license based in this provision are provided by the Provider to the User as non-exclusive and further maintains the rights to exercise such rights in a way necessary for the full fulfillment of his other contractual relations and further provide such rights to third-parties. The User is not authorized without a prior written consent of the Provider to forward, leave, lend, allow use or temporarily or permanently provide licenses in any way to third-parties. He is also not authorized to interfere with the subject protected by copyright or industrial rights in any other way than user setup enabled by the Provider.
- 6.7. The User commits to respecting copyrights and industrial rights related to the delivery subjects by the Provider and fulfill obligations stemming from them. The User is namely obliged to abstain from such handling of the products of the Provider that increase the danger of copying or other misuse of the subject of the copyrights or industrial rights.

- 6.8. All intellectual property rights related to the materials and delivering connected to the provision of services belong to the Provider, his suppliers or owners of these rights except for the rights specifically stated in the Contract and if not stated otherwise. The Customer does not gain any authorizations.
- 6.9. Each Order includes a quantitative specification (allocation) of the delivery subject matter. Certain services of the Provider enable the Customer to extend or expand such quantitative parameters by a specific process during the validity of the Order.

7. Pricing, Invoicing and Payments, Payment Conditions

- 7.1. If not stated otherwise, all prices are in CZK (Czech crowns) and do not include VAT. VAT is charged based on valid and effective legal regulations.
- 7.2. The price can be agreed upon based on the price list or an individual agreement between the Contractual Parties in the Contract or Order.
- 7.3. Billing for all services is done via invoices by the Provider.
- 7.4. The Date of the Taxable Supply stems from the law 235/2004 Sb., regarding the Value Added tax amended.
- 7.5. The invoice to the Customer by the Provider can be generated and sent via an e-mail to the Customer. The Customer accepts such generated and delivered invoices as valid.
- 7.6. All extra payments can be used by the Provider to pay for all existing overdue payments of the Customer registered by the Provider.
- 7.7. The Customer is responsible for the accurate identification of his payments. In case of an insufficient identification of payments the Provider has the right to use such payment towards the oldest overdue payment. The Customer agrees.
- 7.8. If the Contract or Order does not state otherwise, the price is based on the price list and the due date is 7 days, the invoicing period is one month and the invoice is provided after the end of the invoicing period.
- 7.9. If the Customer is overdue with any payments, the Provider has the right to require legal interests from overdue payments.

8. Monitoring, Servicing, Failure and Fault Reporting

- 8.1. If the Customer takes notice of a fault or a failure of the service, he is obliged to report this via e-mail or phone to the Helpdesk of the Provider or via a special application of the Provider. Current contacts are always published on the website of the Provider.
- 8.2. The Provider commits to removing failures in an adequate time period and using adequate expected effort since the initial report from the Customer.
- 8.3. The report has to include the identification of the Customer, identification of the service, information if it is a failure or fault, description of it and any other relevant information, for example:
- (i) when the fault/failure occurred or was noticed;
 - (ii) steps that will enable to replicate the error;
 - (iii) Conditions under which the error can be replicated;
 - (iv) any attempts to resolve or processes undertaken to remove the error by the Customer;
 - (v) any suspected causes of the error;
 - (vi) name of the contact person and the current contact information.
- 8.4. The Provider is responsible only for the failures on his side. The Provider has the right to charge the Customer for the inspection and removal of the failure in case it clearly shows after the fault/failure has been reported that it has been caused by the Customer and it is a fault or that the fault has been caused by another supplier of the Customer.
- 8.5. Power supply interruption of the device of the Provider placed on the premises of the Customer is not considered a failure.
- 8.6. The Customer is obliged to ensure access to authorized persons of the Provider to the devices placed on the premises of the Customer in a way as to it is possible to immediately remove the fault/failure. If the Customer does not do so, the time during which it is impossible to work on the removal does not count into the failure period. The Provider has the right to charge the costs emerging due to this prevention to access the device of the Provider on the premises of the Customer.
- 8.7. The Customer and the Provider can agree that the monitoring will also include the devices of the Customer or third-party. In such case the monitoring is governed by the conditions of the Provider. The Order has to include such agreement on

monitoring and the removal from monitoring has to be recorded as its change.

- 8.8. If it is necessary to provide servicing to a device which is not owned by the Provider but it is included in monitoring, the Customer is obliged to order such activities by a written order, an e-mail sent to the Helpdesk or through an application of the Provider if the Contract does not include a written fixed order with a financial limits on such activities.
- 8.9. The goal of the telecommunication network monitoring is to maintain the network continuously in operation or with minimal outages or downtimes. Due to this a clear transparency of responsibilities for the operation of the network has to be set. Therefore, these basic rules are stated for services included in monitoring:
- 8.9.1. The Customer commits to report all outages of the electric energy and other events that could cause a temporary outage of a device that are a part of the telecommunication network.
- 8.9.2. The Customer commits to report a failure or a planned downtime if included in the active monitoring of the service, at least one work day prior to the planned downtime date.
- 8.9.3. The Provider is obliged to report at least 48 hours in advance any planned downtimes to the telecommunication network which could influence the quality and scope of the service.
- 8.9.4. The Provider has the right to remove a service from monitoring when the Customer repeatedly breaks these conditions.

9. Complaints

- 9.1. If the availability of the service caused by the Provider (due to a failure) decreases below the guaranteed availability (SLA), the Customer is entitled for a compensation. The compensation will be provided only when the Customer registers a complaint.
- 9.2. If the Contract or Order does not state otherwise, the Provider ensures SLA with the guaranteed availability of 99 % per invoicing period. The compensation for not adhering to SLA in the given invoicing period is provided in the form of a discount. Its amount is stated in the document "SLA Specifications" which is available on the website of the Provider.
- 9.3. The Customer has the right to submit a complaint about the quality, scope or price level of the service. The complaint has to be submitted in writing and sent via mail or electronically to the appropriate contact places stated on the website of the Provider. The complaint has to be aligned with the § 64 par. 8 of the law and submitted immediately, latest within two months since the event resulting in the complaint occurred, such as delivery of the invoiced amount or provision of a defected service. Otherwise the right ceases to exist. The submission of the complaint regarding the price level of the service does not have a suspense effect and the Customer is obliged to pay the price for the service provided latest on the due date of the appropriate period.
- 9.4. The complaint has to be labeled as "Complaint" and has to include the identification of the Customer, identification of the service, description of the complaint reasons and all necessary information, when did the event occur or the time when the reason for complaint was found out, name of the contact person. The complaint has to be signed by an authorized person.
- 9.5. The Provider is obliged to resolve the complaint for the price level for service provided without undue delay and latest within thirty (30) days since the complaint has been delivered. If the complaint requires communication with an external supplier, the Provider is required to resolve the complaint latest within two (2) months since it has been delivered.
- 9.6. For a justified complaint, the Customer will be provided with a compensation in the form of a discount for the service or based on agreed upon SLA, during the closest end of the invoicing period. The maximum level of discount from all compensations is thirty percent (30 %) from the given service in the given period. If the Contract or Order has ended, the compensation will be paid out in money.
- 9.7. In regards to providing services, a need may arise to do planned or unplanned repairs, maintenance remote fixes or software updates installed on the Customer's computer system/s, which might decrease the quality of the provided services or could temporarily render the software out of order. Due to lower quality or interruption of software operation or services during maintenance, the Customer is not entitled to any fees or damages.

10. Damage Responsibility

- 10.1. The Provider is not obliged to compensate to the Customer damages including lost income which arises as a result of service interruption or faulty service provision. The Provider is not responsible for any damages arising due to Higher Power.
- 10.2. In other cases stated in point 10.1, the Provider is responsible for any factual damages arising clearly by the fault of the Provider, with the exception of events excluding the responsibility based on relevant laws. Such damage has to be paid by the Provider in the clearly proofed amount but maximum CZK 100,000 unless agreed upon otherwise.
- 10.3. The provider is not responsible for the wrongly accounted price of the service or a faulty service provision if the Customer did not utilize his right to complaint to the Provider about such a price of faulty service based on point 9.3 of VPEK.
- 10.4. The Customer accesses all service interfaces and systems enabled by the Provider on his own responsibility. The Provider is not liable for any damages caused to the Customer as a result of a faulty use of the service of systems.
- 10.5. The Customer is fully responsible to the Provider for any damage caused by a third-party which he allowed use of the service intentionally or due to negligence or which he provided within contractual relations.

11. Common and Concluding Provisions

- 11.1. All legal relations, rights and responsibilities stemming from or immediately being related to the Contract, Order or VPEK are governed by the Czech law, namely law 89/2012 Sb, the civil code in valid version (further also "**The Civil Code**").
- 11.2. The Customer is required to immediately keep confidentiality about all information being made available through the use of the service. Such information include namely, but not exclusively, technical and non-technical information about the service, know-how, formulas, templates, compilations, programs, source code, documentation, tools, methods, techniques, drawings, processes, financial data, financial plans, product plans or lists of real or potential customers or suppliers excluding the information known from public resources (further also "**Confidential Information**").
- 11.3. The Contractual Parties regard as trade secret (based on § 504 of The Civil Code) Confidential Information and all information about the other party which stem from concluded Contractual Documentation and which are not known from public resources.
- 11.4. The Customer is not authorized without a prior written consent of the Provider to forward or transfer his rights and responsibilities stemming from the Contract, Order or VPEK to a third-party.
- 11.5. In case of disputes arising from or related to the Contractual Documentation, these are first resolved out of court. If the disputes cannot be resolved in this manner and in case the parties did not agree on an arbitration clause, the disputes are then resolved based on law 99/1963 Sb., of the civil court law amended, whereas the court established for the resolution of disputes is the court based on the headquarters of the Provider.
- 11.6. Facts not mentioned in the Contract, Order or VPEK are governed by the relevant legal regulations, namely by the Law and The Civil Code.
- 11.7. These conditions can be edited by the Provider during the validity of the Contract. The change of conditions is reported to the Customer via an e-mail message which is sent by the Provider to the Customer to the e-mail address stated in the Contract or Order and the new version of the Terms and Conditions will be published in the website of the Provider at least 1 month prior to the date the change becomes effective. If the Customer gives termination notice during this period due to the changes in conditions that are not favorable to him, the services will be provided during the termination period under the VPEK conditions the Customer has agreed to.
- 11.8. The Provider has the right to transfer all his rights and responsibilities from the Contract, Order or these VPEK or any other related contracts to any third-party without any additional consent from the Customer. The Provider is required to inform the Customer in writing about such transfer of rights.
- 11.9. The Provider processes personal data necessary for the full exercise of his responsibilities based on the Contractual Documentation based on the privacy policy published in the website www.tcpro.cz. In case the Customer is an individual, he acknowledges that he has read these conditions and both parties agree that the Provider has fulfilled his information

obligation based on the European regulation 2016/679 from April 27, 2016 about the protection of individuals as related to the processing of personal data and the free movement of such information (GDPR). If the Customer provides the Provider with personal data of a third-party (for example the employees or collaborators), the Customer is obliged to inform these individuals about such situation and further forward them to the privacy policy of the Provider available on the website of the Provider.

- 11.10. If the Customer did not express consent in the Contract to receive marketing messages, the Provider can send based on the § 7 parag. 3 of the law 480/2004 Sb., regarding certain services of information companies and changes in certain related laws amended, marketing messages including information about his own products or services to the current address of the Customer. The Customer can at any point revoke his consent by sending an e-mail message to gdpr@tcpro.cz.
- 11.11. The Customer gives a consent to the Provider to process any operational location information aligned with the Law about electronic communications. The Customer can revoke such consent at any point in time.
- 11.12. The Customer consents with the use of his phone number to receive alerts from the Provider.
- 11.13. Each breach of the responsibilities of the Contractual Documentation presents to the Provider a claim to receive a Contractual Fine from the Customer in the amount of CZK 10,000.

These VPEK are valid and effective from August 1, 2020.