

General Terms and Conditions for the Provision of Services

(effective from 15 September 2025)

1. SUBJECT OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions for the Provision of Services (hereinafter referred to as the "General Terms and Conditions") govern the provision of services by České Radiokomunikace a.s. The General Terms and Conditions do not govern the provision of radio and television broadcasting services.
- 1.2 These General Terms and Conditions constitute an integral part of the Master Agreement concluded between the Provider and the Subscriber.

2. TERMS AND DEFINITIONS

With the exception of terms defined in other parts of the Agreement, the following definitions are used in these General Terms and Conditions:

- 2.1 **Price List** means a document or documents specifying the price of the Service, unless the price is specified in another part of the relevant Agreement.
- 2.2 **Cloud Tools** means tools for communication between a virtual server and a cloud platform, such as VMware Tools or CloudInit.
- 2.3 **Help Desk** means a specialised department of the Provider that provides technical support to the Subscriber. Contact details are also published on the Provider's website, at www.cra.cz.
- 2.4 **Voice Communication Service** (formerly referred to as: Publicly Available Telephone Service) means a publicly accessible electronic communications service that enables the origination and reception of national and international calls and access to emergency numbers via one or more numbers in the national or international numbering plan, and Services related to the provision of the Voice Communication Service supplied by the Provider on the basis of an Agreement.
- 2.5 **Service Termination Point** means a standardised interface on the Provider's equipment to which the Subscriber connects their terminal equipment or otherwise receives the Service from the Provider.
- 2.6 **Contact Person** means, in relation to each of the Contracting Parties, a person who ensures the transfer of information between the Contracting Parties concerning the performance of the Agreement and who is authorised to act in a binding manner in matters relating to the provision of the Service under the Agreement. An authorised representative of a Contracting Party may designate Contact Persons in writing and specify their respective areas of responsibility or the order in which they are to be contacted by the other Contracting Party. If a Contracting Party does not designate them, the other Contracting Party may, in line with Section 430 of the Civil Code, consider the Contact Persons to be those persons who act on behalf of that Contracting Party in relations with the other Contracting Party. A sales representative shall also always be considered the Provider's contact person.
- 2.7 **Cyberattack** means any action using information technology with the aim of reducing the functionality of information systems or other information infrastructure or obtaining protected, i.e. publicly unavailable, information, as well as misuse of equipment to reduce functionality or gain access to third-party equipment and/or an attempt to gain unauthorised control or access to equipment or part thereof.
- 2.8 **Service Location** means premises designated in the Agreement for the installation of equipment or for receiving the Service from the Provider, e.g. by specifying the address, building, floor and room, specifically in the Technical Service Specifications.
- 2.9 **Metered Service** means a Service dynamically billed based on the number of the units actually consumed during a period defined in the Agreement.
- 2.10 **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.11 **General Data Protection Regulation** means Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.12 **Signed Document** is defined in Article 21.8.1 of these General Terms and Conditions.
- 2.13 **Fault** is defined in Article 10.2 of these General Terms and Conditions.
- 2.14 **Provider** means České Radiokomunikace a.s., having its registered office at Skokanská 2117/1, 169 00 Prague 6 – Břevnov, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 16505, Company ID No. 24738875, TIN CZ24738875.
- 2.15 **Project** means a comprehensive set of activities and processes aimed at establishing a specific Service; a Project is usually prepared in the form of a set of documents – project documentation.
- 2.16 **Operation of the Voice Communication Service** (formerly referred to as Operation of the Publicly Available Telephone Service) means, in particular, the time of use in the form of a telephone connection, e.g. call minutes used.
- 2.17 **Operating Rules** means the operating rules of a specific facility of the Provider, regulating in particular the conditions for entry and movement of third parties within the relevant facility.
- 2.18 **Master Agreement** means a master agreement for the provision of the Service concluded between the Provider and the Subscriber.
- 2.19 **Artificial Intelligence Regulation** means Regulation (EU) No 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (the Artificial Intelligence Act) and legal regulations issued pursuant to it, as well as Czech legal regulations implementing the Artificial Intelligence Act.
- 2.20 **Network** means an electronic communications network, i.e. transmission systems, regardless of whether they are based on permanent infrastructure or are centrally capacity-managed or not, and, where applicable, switching or routing equipment and other facilities, including non-active network elements, which enable the transmission of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed circuit- or packet-switched networks, including the internet, mobile networks, electricity distribution networks to the extent they are used for signal transmission, radio and television broadcasting networks and cable television networks, regardless of the type of information transmitted.
- 2.21 **SLA** means a special agreement on the quality level of the Service that may be concluded between the Provider and the Subscriber.
- 2.22 **Service** means a service provided by the Provider to the Subscriber on the basis of the Agreement and it includes an Electronic Communications Service and/or an ICT Service.
- 2.23 **Electronic Communications Service** means a service usually provided for a fee via electronic communications networks, which is specified in greater detail in other parts of the Agreement and which, with the exception of services providing content transmitted via electronic

communications networks and services or exercising editorial control over such content, includes:

- (i) Internet access services;
 - (ii) Interpersonal communication services;
 - (iii) Services consisting wholly or mainly in the transmission of signals (e.g. transmission services used for the provision of machine-to-machine communication services and for radio and television broadcasting).
- 2.24 **ICT service** means a service which is specified in greater detail in other parts of the Agreement and which is not wholly or predominantly an electronic communications service.
- 2.25 **Agreement** means the sum of all contractual arrangements between the Provider and the Subscriber and/or User concerning the provision of the Service consisting of the Master Agreement and other parts of the Agreement specified in Article 21.3 of these General Terms and Conditions.
- 2.26 **Contractual Call Charges** are defined in Article 6.16 of these General Terms and Conditions.
- 2.27 **Contracting Party** means, depending on the context, either the Provider and/or the Subscriber.
- 2.28 **Technical Service Specifications** (or "TS" for short) means an agreement known as partial agreement representing special contractual arrangements, which specifies in particular the technical requirements for the provision of the relevant Service, the scope of the Service provided, prices and other specified details, which is concluded on the basis of and in accordance with the Master Agreement.
- 2.29 **Technical Service Description** means a part of the Agreement that regulates the general technical conditions for providing the relevant types of Services; if a specific Technical Service Description is attached in connection with a specific Service, it shall also apply to other TS concluded later that relate to the same type of Service and the same Agreement.
- 2.30 **Subscriber** means any person who has entered into an Agreement with the Provider.
- 2.31 **Authority** means the Czech Telecommunication Office.
- 2.32 **User** means any person who uses the Service.
- 2.33 **Public Communications Network** means a network that serves entirely or predominantly for the provision of publicly available Electronic Communications Services and that supports the transmission of information between service end points.
- 2.34 **Public Telephone Network** means a network that serves for the provision of voice communication services and that enables the transmission of speech as well as other forms of communication, such as facsimile and data transmission, between network end points.
- 2.35 **Publicly Available Electronic Communications Service** means an electronic communications service from which no one is excluded in advance.
- 2.36 **General Terms and Conditions** means these General Terms and Conditions for the Provision of Services.
- 2.37 **Electronic Communications Act** means Act No. 127/2005 Coll., on Electronic Communications and on Amendments to Certain Related Acts, as amended.
- 2.38 **Special Arrangements** means a special document forming part of the Agreement, which regulates deviations from the Agreement or clarifications to the Agreement, if agreed.

2.39 Any capitalised terms that are defined elsewhere in the Agreement shall have the meaning specified in that other part of the Agreement in these General Terms and Conditions.

2.40 Terms defined in the singular shall have the same meaning in the plural and vice versa.

2.41 References to business days mean references to any day except Saturdays, Sundays and days that are public holidays or other holidays under applicable legal regulations.

3. VALIDITY AND EFFECTIVENESS OF THE AGREEMENT

3.1 The procedure for concluding an Agreement and the contractual relationships between the Subscriber and the Provider shall be governed by the laws of the Czech Republic, in particular the Electronic Communications Act and/or the Civil Code.

3.2 An Agreement is concluded and becomes effective upon the last of the Contracting Parties signing the Master Agreement. An Agreement subject to publication in the Register of Contracts shall become effective no earlier than on the date of its publication.

3.3 The Provider excludes the acceptance of a proposal to conclude an Agreement or an arrangement with any amendment or deviation; a response to an offer with an amendment or deviation shall not be deemed to constitute acceptance of the offer, but a new proposal.

3.4 Certain provisions of these General Terms and Conditions do not apply to all Services, but only to either Electronic Communications Services or ICT Services. Such provisions are indicated accordingly in the text of these General Terms and Conditions.

4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

4.1 The Provider shall, in particular, be **entitled to:**

(general provisions)

4.1.1 Require the Subscriber to provide data necessary for the conclusion of the Agreement or individual TS;

4.1.2 Restrict the provision of the Service for the period strictly necessary under the conditions specified in Article 8 of these General Terms and Conditions or for statutory grounds;

4.1.3 Regulate traffic on the Network for the purpose of protecting the Network, the User, and the Subscriber, and to continuously monitor the manner in which the Subscriber uses the Service,

4.1.4 Contact the Subscriber with commercial messages via e-mail or other contact details provided, unless the Subscriber has refused such contact;

4.1.5 Refuse to establish the Service or implement a change to the Service requested by the Subscriber in cases where (i) this is not possible for technical reasons, (ii) the Subscriber has repeatedly breached the terms of the Agreement, (iii) the Subscriber has intentionally provided incorrect personal or identification data, (iv) the Subscriber is in default with any payment to the Provider, (v) the Subscriber has repeatedly failed to pay the invoiced price for the Services by the due date, and/or (vi) it cannot be reasonably demanded of the Provider; other provisions of the General Terms and Conditions shall remain unaffected.

(provisions applicable only to the provision of Electronic Communications Services)

4.1.6 The Provider is entitled to change the Subscriber's number (subscriber station number) for urgent technical reasons even without the Subscriber's consent, if it is necessary for the proper provision of the Service; the Subscriber shall be notified of this change in advance, at the earliest possible time or within the period specified by an administrative authority or legal regulation. Technical reasons shall include, in particular, a decision of the

competent administrative authority to change the number (numbering plan) in accordance with the Electronic Communications Act, or if this is stipulated in another legal regulation.

4.1.7 The Provider is entitled to change the IP addresses assigned to the Subscriber as part of the use of the Service for serious technical reasons even without the Subscriber's consent, if this is necessary in order to ensure the proper provision of the Service. The Subscriber shall be notified of such change in advance.

4.1.8 If the Service also consists in allowing the Subscriber to place their equipment on equipment or structures owned by the Provider, the Provider shall be entitled to disconnect and dismantle the Subscriber's equipment that the Subscriber has placed there and/or uses in violation of the Agreement.

4.2 The Provider shall be **obliged to:**

4.2.1 Establish and provide the Subscriber with the requested Service in accordance with the Agreement and legal regulations;

4.2.2 Enable the Subscriber to familiarise themselves with the applicable version of the General Terms and Conditions, the Technical Service Description, the SLA, and the Service Price List,

4.2.3 Maintain its equipment and Network infrastructure in such a technical and operational condition that the Service is provided in accordance with the terms and parameters specified in the Agreement;

4.2.4 Ensure at a Service Location (located in a place under the Provider's control) that requires the placement of the Subscriber's equipment the conditions necessary for the proper operation of the Service;

4.2.5 Remedy any Faults arising on its equipment or its Network in accordance with Article 9 of these General Terms and Conditions. The Provider shall not be liable for any Faults arising outside its equipment or its Network and/or any Faults caused by incorrect or unauthorised handling of the equipment or Network by the Subscriber and/or User;

4.2.6 Monitor the Network and the provision of the Service in accordance with the Technical Service Description in question.

5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

5.1 The Subscriber shall be **entitled to:**

(general provisions)

5.1.1 Use the Service in accordance with the Agreement and applicable legal regulations;

5.1.2 Request a change to the Agreement;

5.1.3 Address their comments and requests to the Provider's Contact Person or Help Desk;

5.1.4 File claims relating to the billing of the price or the Service provided;

5.1.5 Dispose of their data during the term of the Agreement or the relevant TS;

(provisions applicable only to Electronic Communications Services)

5.1.6 Upon request, retain the assigned number and transfer it to another service provider's network and, upon request, change their internet access service provider, provided that this request is in accordance with the applicable legal regulations and standards for this area.

5.2 The Subscriber shall be, in particular, **obliged to:**

(general provisions)

5.2.1 Use the Service solely in a manner compliant with the Agreement and applicable legal regulations, as well as written manuals and guidelines provided by the Provider, and to comply with generally applicable security

standards and/or the Provider's security standards so as to prevent the undesirable situation specified in the Agreement, in particular any of the circumstances due to which the Provider is entitled to restrict the active use of the Service pursuant to Article 8.3 and/or the circumstances pursuant to Article 11.10.7 of these General Terms and Conditions;

5.2.2 Pay the prices for the Services in a due and timely manner;

5.2.3 Inform the Provider in writing (through the Provider's Contact Person or Help Desk) throughout the term of the Agreement of any changes to their identification data pursuant to Section 63(8) of the Electronic Communications Act and of any changes to their billing data. The Subscriber shall notify the Provider of any changes no later than 7 (seven) business days from the date on which such a change occurred,

5.2.4 Immediately report to the Provider any facts that could adversely affect the provision of the Service, in particular Faults or theft, damage or loss of even part of the technology;

5.2.5 Ensure that all conditions necessary for the proper provision of the Service are met at the Service Location, in particular:

- Provide the Provider, free of charge, with the use of premises in which the Provider's equipment is to be installed and operated for the purpose of the performance of the Agreement, for the duration of the provision of the Service, including all ancillary services, in particular sufficient power supply, lighting and air conditioning, and any necessary voltage stabilisers. The Subscriber shall place the Provider's equipment only in premises suitable for the above purposes;

- Ensure free access for the Provider or persons authorised by the Provider to the Provider's equipment located on the Subscriber's premises or premises designated by the Subscriber for the purpose of repair or maintenance, and, where applicable, qualified personnel authorised by the Subscriber to ensure the necessary cooperation;

- Provide the Provider's authorised employees with the information and documents necessary for their work;

- Ensure free cooperation in the preparation of construction and installation activities for the installation, modification or uninstallation of the Provider's equipment related to the Service provided;

- Ensure that the Provider's equipment located at the Subscriber's premises is powered by the power source prescribed by the manufacturer throughout the entire period of the provision of the Service provision. All related expenses shall be covered by the Subscriber;

- Take measures to prevent unauthorised persons from tampering with the Provider's equipment;

- Upon the termination of the Service, take all steps to prevent further use of the Service.

5.2.6 Reimburse the Provider for all costs associated with the equipment or change of Service that the Provider demonstrably incurred because the Subscriber failed to meet the conditions set for the equipment or Service under the Agreement;

5.2.7 Submit to the Provider, upon request, documents confirming the User's credibility and solvency;

5.2.8 Not allow the use of and not provide the Services to third parties, unless otherwise specified in the Agreement or without the prior written consent of the Provider;

5.2.9 Maintain confidentiality regarding all facts that come to their attention in connection with the Agreement for a period of 3 (three) years after the termination of the Agreement, unless such facts are generally known or the

User obtains the Provider's prior written consent to their disclosure or provision to a third party;

- 5.2.10 Comply with the conditions for access to, use, and protection of another computer system (network) if the subject of the Service agreed is the intermediation of access to the computer system (network) or its use;
- 5.2.11 While using the Service, respect and protect the rights to intangible assets of the Provider and other entities;
- 5.2.12 Provide all necessary cooperation to the Provider in setting up monitoring of the Service, if such cooperation is required. Cooperation concerns, in particular, determining the IP range for monitoring, especially for the purpose of monitoring the Subscriber's terminal equipment in cases where this is technologically necessary for the provision of a proactive monitoring mode;

(provisions applicable only to Electronic Communications Services)

- 5.2.13 Not misuse the Network connection, in particular by using it for purposes other than those agreed upon, and refrain from any action that could disrupt the security, stability, or functionality of the Network;
- 5.2.14 Ensure that the terminal equipment connected by the Subscriber to the Provider's Network complies with the conditions set out in special legal regulations and/or the Agreement. The Subscriber is responsible for the condition of their equipment connected to the Provider's equipment, including parameter settings, unless otherwise specified;
- 5.2.15 Use additionally introduced methods of Network protection if it is beneficial to the Subscriber or the Provider's Network;

(provisions applicable to the use of artificial intelligence (AI))

- 5.2.16 If the Services are used for the operation, development, training, testing, or hosting of any AI models or AI systems, the Subscriber:
 - Shall be responsible for ensuring that the placement on the market, commissioning, or use of such AI models or AI systems does not constitute a prohibited practice within the meaning of the Artificial Intelligence Regulation;
 - Shall comply with and be responsible for ensuring that Users comply with all obligations arising for them from the Artificial Intelligence Regulation;
 - Shall be responsible for ensuring that the rights of third parties and legal regulations in the area of personal data protection are not violated in the process.
- 5.2.17 Comply with the terms and conditions of third parties providing AI models and AI systems used by the Subscriber within the Services, and the Subscriber shall remain fully responsible for their use, for all content and outputs generated or processed through them, and for ensuring that their use does not violate the rights of third parties or legal regulations in the area of personal data protection. The provisions of Article 18.5 shall apply *mutatis mutandis* to the use of these AI models and AI systems.
- 5.3 The Subscriber understands and agrees that the Provider maintains an electronic database of operations carried out within and outside the Provider's Network. The Subscriber hereby grants the Provider consent to measure the volume of data transferred using the Provider's technical means or other activities of a similar nature.
- 5.4 If the Subscriber provides the Service to Users or other end users (resale), they are obliged to ensure that they provide the Provider with all data and information necessary for the fulfilment of the Provider's obligations under generally binding legal regulations, in particular the Electronic Communications Act and related implementing regulations (e.g. concerning caller location and the transmission of metadata in emergency calls), in a due and timely manner. The data and information shall be provided in the form, scope, and within the deadlines set by such legal regulations or the

Provider's requirements, which are necessary for the fulfilment of its obligations.

6. PRICE OF SERVICES AND PAYMENT TERMS

(general provisions)

- 6.1 The pricing conditions and prices for Services have been set in accordance with applicable legal regulations and are specified in the Technical Service Specifications and in the Service Price List. The valid Service Price List is available to the Subscriber at the Provider's registered office and on the website www.cra.cz/o-nas/dokumenty-ke-stazeni.
- 6.2 In the event that Metered Services are provided, the Provider shall evaluate the actual consumption of metered units in the billing period, and on their basis, it shall determine the final price of the Service. If the final price of the Service does not reach the contractually agreed minimum amount, if such an amount has been set, the Subscriber shall be obliged to pay the price of the Service for that period in the amount of the set minimum amount.
- 6.3 At the end of the billing period, which is one calendar month (unless agreed otherwise in writing by the Contracting Parties), the Provider shall issue the with a basic invoice for the Subscriber in the form of a tax document/invoice for payment of the price for the Services for the specified billing period as follows:
 - 6.3.1 One-off charges shall be billed by the Provider after the delivery of the relevant performance to the Subscriber;
 - 6.3.2 Regular prices for the entire billing period shall be billed retrospectively as of the last day of the billing period, that day inclusive.
 - 6.3.3 Regular prices for operation during an incomplete billing period shall be calculated as the price for one day of the billing period multiplied by the number of days of the incomplete billing period. The price for one day of the billing period shall be calculated as 1/30 of the relevant agreed regular charge for operation;
 - 6.3.4 Regular prices for the provision of Services shall be billed from the date of the establishment or modification of the relevant Service in accordance with Article 11 of these General Terms and Conditions. If the provision of a Service is terminated, the regular charges, charges for operation, or Contractual Call Charges shall cease to be charged from the date of the termination of the provision of the relevant Service.
 - 6.3.5 The Provider shall be entitled to demand payment for the Services before the end of the billing period if there is reasonable suspicion that the Subscriber is misusing the Network or using the Service in violation of generally binding legal regulations, or if the operation charges in the shortened period exceed the Contractual Call Charges by more than three times.
 - 6.3.6 The prices listed in the Service Price List or Technical Specification of Services are listed without VAT, which will be added in accordance with the applicable tax laws in the given billing period.
- 6.4 The Provider shall be entitled to bill on a single tax document/invoice the price for all Services provided and for Services provided by third parties for which the Provider performs invoicing.
- 6.5 In the event of an increase in costs directly related to the provision of the Service (e.g. international connectivity, access circuit prices, etc.), the Provider has the right to increase the price of the Service accordingly.
- 6.6 The price of detailed billing shall be governed by the valid Service Price List. Detailed billing may also be issued retrospectively, but no more than 2 (two) billing periods back.
- 6.7 The Provider shall deliver the billing statement to the Subscriber's address last notified to the Provider by at least one of the following means: by e-mail, by post, via a data box, in person, or by other agreed means, within 15

- (fifteen) calendar days of the end of the relevant billing period. The Provider shall primarily deliver the bill by e-mail to the e-mail address provided by the Subscriber. The billing shall be due for payment 21 (twenty-one) calendar days from the date of its issue, unless the Provider and the Subscriber have agreed otherwise in writing. Payment is made on the date the invoiced amount is credited to the Provider's account. If the Subscriber and the Provider agree in writing that payments for the relevant billed prices of the Service will be made by direct payments from the Subscriber's account (known as direct debit), the Subscriber shall submit to the Provider its consent to direct debit from the Subscriber's account confirmed by the relevant financial institution, otherwise such an agreement shall cease to be effective and the Subscriber shall be obliged to pay the relevant billed prices by other means. If the direct debit from the Subscriber's account is not executed for reasons on the part of the Subscriber (e.g. insufficient funds in the Subscriber's account, insufficient direct debit limit for the payment of the relevant amount, absence of a direct debit order of the Subscriber to the financial institution, incorrect details concerning the direct debit from the Subscriber's account provided to the Provider, etc.), the Subscriber shall pay the billed charges by other means by the due date of the relevant billing. If the Subscriber fails to pay the prices billed by the due date of the relevant billing, the Subscriber shall be in default with the payment of the invoiced price for the Services provided.
- 6.8 The Subscriber shall pay the price for the Service even if the Service was used by persons other than the Subscriber. In the event of unauthorised use of the Service by other persons, the Subscriber shall pay the billed prices until such time as the Provider restricts active use of the Service; the Provider shall restrict active use of the Service no later than 24 (twenty-four) hours from the time of delivery of the Subscriber's written notification of misuse of the Service.
- 6.9 The Provider shall be entitled to bill the Subscriber for costs associated with the recovery of receivables that exceed the scope of the demonstrable notification of the Subscriber of non-payment of the relevant billing. The Subscriber shall pay these costs within the period specified in the billing of the costs.
- 6.10 The Provider may require the payment of a deposit or security for the provision of the Service and the maintaining of that deposit or security at a specified minimum amount which shall not, however, exceed the total of three monthly payments according to the Service Price List or the relevant Technical Service Specifications. The Provider shall be entitled to use this deposit or security at any time to settle its receivables from the Subscriber arising from the Agreement (in relation to any Technical Service Specifications) if the receivables are not paid by the specified deadlines. The deposit or security, or part thereof, after the set-off of any receivables, shall be returned to the Subscriber within 30 (thirty) days of the termination of the relevant Technical Service Specifications. The Provider shall be entitled to request the payment of a deposit or security for all or only some of the Technical Service Specifications, based on its assessment of the Subscriber's creditworthiness.
- 6.11 The Subscriber shall be entitled to a refund of any overpayment arising from payments for the Services provided. The Provider may, however, first use the overpayment to set off its due receivables from the Subscriber. If no such receivables exist, the Provider shall refund the overpayment to the Subscriber by setting it off against the next billing for the Services provided issued after the overpayment arose, or by another method agreed with the Subscriber.
- 6.12 Should circumstances change after the conclusion of the Agreement to such an extent that performance under the Agreement becomes more difficult for the Subscriber, this shall in no way affect the Subscriber's obligation to fulfil the debt, unless otherwise provided by law or the Agreement. The Subscriber assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
- 6.13 By accepting the General Terms and Conditions, the Subscriber agrees that the Provider's rights arising from contractual relationships with the Subscriber or related to such contractual relationships shall expire within 10 (ten) years from the date on which the Provider could have exercised such rights for the first time.
- 6.14 The Provider shall be entitled to set off its receivable from a contractual penalty under the Agreement against any receivable of the Subscriber under the Agreement or in connection with it, notwithstanding Section 1987(2) of the Civil Code.
- 6.15 Notwithstanding any other possible increase, the Provider shall be entitled to unilaterally increase the price of the Service to the Subscriber by notification once per calendar year, depending on the value of the average annual inflation rate (increase in the average annual consumer price index) determined for the previous calendar year by the Czech Statistical Office or any institution that may replace the office in relation to the given purpose/output in the future. The increase in the price of the Service shall take effect on 1 January of the calendar year in which the notification referred to in the previous sentence was delivered to the Subscriber. The Subscriber shall always pay to the Provider the difference between the price of the Service already invoiced and the price of the Service after the increase. The increase is usually notified in February of the given year.
- The delivery of a tax document – invoice to the Subscriber with the price of the Service adjusted for inflation in line with this Article shall also be expressly considered a notification under this Article. For the avoidance of doubt, if the Contracting Parties have expressly agreed otherwise than in this Article 6.15 in the part of the Agreement that takes precedence over these General Terms and Conditions (see Article 21.3 of the General Terms and Conditions), they shall proceed in accordance with that arrangement.
- 6.16 If the owner or authorised user of the building where the Service will be terminated requests any form of compensation for the placement of the Provider's Network equipment, such as rent for space on the roof of the building where an antenna is placed, this shall be borne by the Subscriber (who shall, in particular, make the relevant financial payments).
- 6.17 The application of the provisions of Articles 6.5 and 6.15 of the General Terms and Conditions and the procedure in accordance with them does not constitute a unilateral change to the contractual terms as defined in Article 20 of these General Terms and Conditions or the Electronic Communications Act, it is a procedure agreed and anticipated by the Agreement and it merely constitutes its fulfilment. For the avoidance of doubt, the Contracting Parties expressly state that the Subscriber is not entitled to terminate the obligation under the Agreement or otherwise terminate the Agreement or any part thereof in connection with the application of Article 6.5 and/or 6.15 of the General Terms and Conditions.
- (provisions applicable only to Electronic Communications Services)**
- 6.18 Where Voice Communication Services are provided, it is possible to agree on a minimum amount for the monthly operation of the Service (hereinafter referred to as the "Contractual Call Charges") in the amount specified in the Agreement or in the Service Price List. If the price for the operation of the Voice Communication Service is lower than the Contractual Call Charges, the Provider is entitled to charge the Subscriber the Contractual Call Charges regardless of the actual volume of the Subscriber's Voice Communication Service operation in the relevant billing period. If the price for the Operation of the Voice Communication Service is higher than the agreed Contractual Call Charges, the Contractual Call Charges shall not apply and the price for the Operation of the Voice Communication Service shall be charged.
- 6.19 Prices for the operation of the Voice Communication Service or additional Services shall be charged, and the Subscriber shall be obliged to pay them, from the moment immediately following the establishment or modification of the relevant Service.

6.20 The Contractual Call Charges for the Operation of the Voice Communication Service shall apply from the first day of the month following the establishment of the Service or the modification of the relevant Service and shall cease to apply from the date of the cancellation of the Service.

7. COMPLAINTS AND COMPENSATION

(general provisions)

- 7.1 The Subscriber shall be entitled to make a complaint about the billing of the price or the Service provided.
- 7.2 The Subscriber shall lodge their complaint concerning the Service without undue delay, no later than 2 (two) months from the date of defective provision of the Service, otherwise the right to complain shall expire. A written complaint must be submitted to the Provider's Contact Person or sent to the Provider's address or made in the manner specified on the tax document/invoice or described on the Provider's website (in this context, a complaint submitted by an e-mail delivered to the Provider, with a scan of the complaint signed by an authorised person (in PDF format) attached, shall also be considered a written complaint).
- 7.3 The Subscriber shall lodge a complaint concerning the billing of the price for the Service without undue delay, no later than 2 (two) months from the date of delivery of the bill for the price of the Service provided, otherwise the right shall expire (unless the Civil Code stipulates otherwise in relation to ICT Services). If no billing is delivered due to the type of Service provided, the Subscriber shall be entitled to file a complaint within 2 (two) months from the date of the provision of the Service. A written complaint must be submitted to the Provider's Contact Person or sent to the Provider's address or filed in the manner specified on the tax document / invoice or described on the Provider's website (in this context, a complaint submitted by an e-mail delivered to the Provider, with a scan of the complaint signed by an authorised person (in PDF format) attached, shall also be considered a written complaint).
- 7.4 Filing a complaint concerning the Services or the amount charged for the Service does not have a suspensive effect, and the Subscriber shall pay the price for the Service no later than the due date of the relevant invoice.
- 7.5 The complaint must contain at least the following information: identification of the Subscriber, the number of the Agreement for the relevant Service to which the complaint relates, the subject of the complaint, and a precise description of the matter complained about.
- 7.6 The Provider shall handle the complaint in the prescribed manner and without undue delay, but no later than within 1 (one) month of the date of delivery of the complaint. If the complaint requires discussion with a foreign operator, the Provider shall handle the complaint within 2 (two) months of the date of delivery of the complaint. In the case of internet access services or interpersonal communication services, the Provider shall handle the complaint within 1 (one) month of the date of delivery.
- 7.7 The Subscriber is entitled to a refund of any overpayment based on a successfully resolved complaint. In the case of a refund of an overpayment based on a complaint concerning the billing of prices, the Provider undertakes to refund the resulting overpayment to the Subscriber within 1 (one) month of the date of the successful resolution of the complaint. The Provider is entitled to use the overpayment primarily to set off the Provider's due receivables from the Subscriber. If no such receivables exist, the Provider shall refund the overpayment to the Subscriber in the form of a credit note in the next billing following the positive resolution of the complaint, or in another manner agreed with the Subscriber.
- 7.8 In response to each complaint made with respect to the scope, price and quality of the Services provided, the Provider shall inform the Subscriber of the acceptance or rejection of the complaint, i.e. whether it is a justified or unjustified complaint.

7.9 The Provider shall not be liable for faults and defects arising outside its facilities and its Network, including defects on the part of the Subscriber's and/or User's terminal equipment, third-party infrastructure, or as a result of force majeure, and such defects shall not be subject to complaints.

7.10 If a complaint regarding the scope and quality of the Service provided is accepted, the Provider shall reduce the price billed to the Subscriber for the Service provided in low quality in proportion to the extent of the reduction in scope and quality for the period from the date of the demonstrable occurrence of the defect until the time of its removal. The Provider shall not accept a complaint, in particular if it was submitted after the deadline specified in Article 7.2 or 7.3 of these General Terms and Conditions.

7.11 If the Service could only be used partially or could not be used at all due to a technical or operational fault on the part of the Provider, the Provider shall ensure that the fault is remedied and to reduce the price accordingly, or, upon agreement with the Subscriber, ensure that the Service is provided by alternative means, where possible. Pursuant to the Electronic Communications Act, the Provider is not obliged to compensate the User for any damage incurred as a result of an interruption of the Service or the faulty provision of the Service.

(provisions applicable only to Electronic Communications Services)

7.12 Should the Subscriber disagree with the outcome of the assessment of a complaint regarding Electronic Communications Services, they may lodge an objection with a department of the Office having local jurisdiction in the given area, no later than within the period specified in Section 129(3) of the Electronic Communications Act.

8. RESTRICTIONS ON THE PROVISION OF THE SERVICE

- 8.1 The Provider shall be entitled to restrict or interrupt the provision of the Service for the necessary period for the following reasons:
- 8.1.1 Performing maintenance or repairs on the Network;
- 8.1.2 Crisis situations, in particular under to Section 99 of the Electronic Communications Act or Act No. 181/2014 Coll., on cyber security, as amended;
- 8.1.3 Other serious technical, security or operational reasons, in particular if there is a risk of a serious reduction in the security and/or integrity of the Network, Network overload (or for the purpose of mitigating the effects of exceptional overload), if a fault is detected in the Network or there is a possibility that it may spread further, if there is a risk of a serious reduction in the security of the Service, if there has been a significant interference with the security of the Network and/or Service, etc.;
- 8.1.4 Written notification from the Subscriber of misuse of the Service pursuant to Article 6.8 of these General Terms and Conditions;
- 8.1.5 Obligation on the Provider's part to comply with a legal regulation or decision of a Czech authority;
- 8.1.6 Force majeure.
- 8.2 The Provider is entitled to restrict the active use of the Service, with the exception of access to emergency services via emergency communication (unless this restriction is also permitted under the Electronic Communications Act), if the Subscriber is in arrears with payments for the Services provided and/or fails to fulfil other terms of the Agreement and has not remedied the situation within a grace period set by the Provider, which must not be shorter than 1 (one) week.
- 8.3 The Provider is entitled to restrict the active use of the Service, with the exception of access to emergency services via emergency communications (unless this restriction is permitted under the Electronic Communications Act), in the event of a material breach of the Agreement or misuse of the

- Service by the Subscriber or a third party through the Subscriber's terminal equipment, or if the Subscriber is the target of a cyberattack and/or there is reasonable suspicion that the manner of use of the Service is the cause of the cyberattack. A material breach of the Agreement shall include, in particular, sending unsolicited e-mail (spam) in any manner, spreading viruses, spyware, dialers and other software harmful to other users, breach of the provisions of Articles 5.2.16 and 5.2.17, cases referred to Article 11.10.1 and/or 11.10.7 of these General Terms and Conditions, in particular participation in a cyberattack, as well as the illegal distribution of works protected by copyright or the distribution of content that violates legal regulations. Misuse of the Service means using the Network or Service in a manner that may adversely affect the operation of the Network or any part thereof or the quality of the Service, or infringes the rights of others in a material manner. The use of the Service or Network in any other manner that is not compliant with the Agreement shall also be considered misuse of the Service or Network. The Provider is not required to inform the Subscriber of such restriction on the provision of the Service.
- 8.4 Without delay after the Provider discovers that the reasons for restricting or interrupting the Service pursuant to the preceding articles have ceased, it shall resume operation of the Service. In the case referred to in Articles 8.1.4, 8.2 and 8.3 of these General Terms and Conditions, the Provider shall be entitled to charge the Subscriber a fee for the reactivation of the Service, specified in the valid Service Price List. The restriction or interruption of the Service shall in no way affect the Subscriber's obligation to pay the full price for the Services.
- 8.5 Unless otherwise specified in the Agreement, the Service shall be provided continuously, except for scheduled maintenance periods.
- 8.6 The Service shall be provided in a quality corresponding to the Agreement, applicable regulations, and, if agreed, also the applicable SLA. Unless specified in the SLA Agreement, the SLA shall be governed by the definition for SLA-0. SLA-0 is available in its current version on the Provider's website (www.cra.cz/o-nas/dokumenty-ke-stazeni).
- 8.7 In order to ensure planned maintenance of the equipment and to carry out work related to the development of the technical infrastructure or the Provider's Network, regular intervals known "service windows" have been set, for the following days and hours:
- Service window "A": – every Tuesday in odd calendar weeks, from 1:00 a.m. to 5:00 a.m.
- Service window "B": – every Saturday in even calendar weeks, from 14:00 to 19:00
- The Provider may use service window "A" without restriction, including for work that will result in the outage of a large part of the infrastructure or Network. Service window "B" shall be used for work that cannot be performed at night.
- The Provider may only use one service window "A" and one service window "B" in a given calendar month.
- 8.7.1 The Provider undertakes to only use the service windows in cases when maintenance cannot be performed, using reasonable effort, without interrupting the Service. The Provider shall notify the Subscriber of its intention to use a service window at least one week in advance. If the interruption of the Service associated with the announced use of the service window could cause serious harm or damage to the Subscriber, the Subscriber may request the Provider in writing to move the work to another service window.
- The Provider shall take such a request of the Subscriber into account and, where reasonably possible, shall carry out the work in another service window.
- 8.7.2 The Service may not be provided during the service window.
- 8.7.3 The Provider shall not be liable for the functioning and scope of the Service in the event of interference with the Service's configuration by the Subscriber or a third party beyond the defined parameters of the Services operated.

- 8.7.4 The Subscriber undertakes to use the Service exclusively within the framework of applicable legal regulations and not overload the system with non-functional applications or unsolicited advertising, and shall not take any action against the function and security of the Provider's operating systems.
- 8.7.5 The Provider shall not be liable to the Subscriber for the functionality of applications and devices that are not the subject of the Agreement.
- 8.7.6 The Provider shall not be liable for the content of information or other content processed as part of the Services, nor for any infringement of third party rights by the information or other content processed as part of the Services. The Provider shall not be liable for any infringement of trademark rights by the Subscriber or any violation of the law through the use of the Subscriber's domain name or directory names, which are trade names and registered trademarks. The Provider shall not be liable for any damage caused to the Subscriber or a third party in connection with the use of the Services, nor for damage caused by interruption of the Subscriber's operations or loss of data. The Provider undertakes not to misuse the Subscriber's personal data or provide it to third parties.
- 9. THE REPORTING OF FAULTS OR DEFECTS AND DEADLINES FOR THEIR REMOVAL**
- 9.1 Should the Subscriber discover a Fault, they shall report this fact to the relevant Help Desk immediately, either by telephone at 800 988 988 or using the method published on the Provider's website www.cra.cz.
- 9.2 The Provider undertakes to remedy any Faults arising on its part in accordance with the Agreement. If the reported Fault is not on the Provider's side, the Provider shall forward information about the fault or defect to the third party that provides the relevant part of the Subscriber's Service and shall coordinate with it the steps to remedy the Fault.
- 9.3 If the Subscriber is responsible for the Fault of the Service if the Subscriber's notification proves to be false, the Provider shall be entitled to charge the Subscriber for the demonstrable costs incurred by it in connection with the notification or the remedy of such Fault.
- 10. SERVICE LEVEL AGREEMENT**
- 10.1 The Provider may conclude a service level agreement (SLA) with the Subscriber governing the quality and guarantee of the Service using selected parameters. The conclusion of the SLA, including its selected level, must be expressly stated in the Technical Service Specifications, and the specific parameters of the SLA shall be specified in a separate document that constitutes part of the Agreement.
- 10.2 Through an SLA, the Provider guarantees to the Subscriber that the Service, or part thereof, will meet the set parameters for at least a certain period of time in the relevant period ("Availability"). A failure of the Service to meet the guaranteed parameters in violation of the Agreement shall constitute a Service fault ("Fault").
- 10.3 The following cases shall not be considered a Fault:
- 10.3.1 The Provider was not obliged to provide the Service in accordance with the provisions of Article 8 of these General Terms and Conditions and/or
- 10.3.2 The failure to meet the Service parameters was not caused by the Provider or if it was caused by the Subscriber.
- 10.4 Availability is monitored for each calendar month of Service provision. The achieved availability of the Service is determined as a percentage based on the time during which the Service with the guaranteed parameter should have been provided in the relevant calendar month ("Ts") and the difference between Ts and the duration of all Faults in the monitored period, as a percentage ("Tn").
- 10.5 The Tn parameter does not include the time during which the Provider was entitled not to provide the Service in accordance with the provisions of Article 8 of these General Terms and Conditions or during which the Subscriber did

- not provide the Provider with the cooperation necessary to identify or eliminate the Fault.
- 10.6 If the Service consists of multiple performances, or if the SLA guarantees one of several possible Service parameters, the period during which the relevant part of the Service was not provided or the guaranteed parameter was not achieved shall be decisive for determining the value of Tn.
- 10.7 Times and periods are calculated in whole minutes, even if only commenced, and availability is expressed as a percentage to two decimal places.
- 10.8 The duration of the Fault is calculated from the notification of the fault in accordance with the provisions of Article 9 of these General Terms and Conditions. If the notification of the Fault does not comply with the provisions of Article 9 of these General Terms and Conditions, the duration of the Fault shall be calculated from the moment of proper notification of the Fault. The duration of the Fault ends when the proper provision of the Service is restored.
- 11. CONCLUSION, AMENDMENT, TRANSFER AND TERMINATION OF THE AGREEMENT**
- 11.1 The Agreement or an individual TS may be concluded for a definite or indefinite period. If the duration of the Agreement is not specified therein, it shall be deemed concluded for an indefinite period. The duration of the TS shall be calculated from the date specified in the TS as the required date of establishment of the Service, unless otherwise specified below. The Subscriber shall pay for the Service from that date. If the Service was established before the requested date, the Subscriber shall pay for the Service from the date of its handover before the requested date, if they agreed to such earlier handover, or from the date of first use before the requested date, whichever event occurred earlier. If the term "Minimum Term" is used in TS concluded for an indefinite period, the provisions of this paragraph shall apply *mutatis mutandis* to determine the commencement of its term.
- 11.2 If the date of establishment of the Service is stated in the TS as "As soon as possible" (or different wording with the same meaning), the duration of the TS shall be calculated from the date of the delivery of the Service. If the Service has not been delivered properly, the duration of the TS shall be calculated from the date on which the Subscriber was informed by the Provider that the Service had been established, or from the date of first use, whichever occurred earlier. From that date, the Subscriber shall be obliged to pay for the Service.
- 11.3 If the Service is established after the requested date of establishment of the Service specified in the TS, the duration of the TS shall be counted from the date of the delivery of the Service. If the Service has not been delivered properly, the duration of the TS shall be calculated from the date on which the Subscriber was informed by the Provider that the Service had been set up, or from the date of first use, whichever occurred earlier. From that date, the Subscriber shall be obliged to pay for the Service.
- 11.4 Unless otherwise specified, the Agreement or individual Technical Service Specifications are concluded and become effective once both Contracting Parties affix their signatures to it, with the date of the later signature being decisive. The Agreement, or individual Technical Service Specifications, which are subject to publication in the Register of Contracts, shall take effect no earlier than on the date of its publication.
- 11.5 If a Contracting Party fails to confirm to the other Contracting Party in writing the date of termination of a fixed-term Master Agreement and/or fixed-term Technical Service Specifications no later than 2 (two) months before the expiry of the term of the Master Agreement and/or Technical Service Specifications, the relevant part of the Agreement shall be automatically extended for an indefinite period after the expiry of the agreed contractual period.
- 11.6 Regardless of other provisions of the Agreement, however, the term of the Master Agreement shall not end before the term of the last Technical Service Specifications concluded on the basis of that Master Agreement. The transfer or assignment of the Subscriber's rights and/or obligations under the Agreement or part thereof to a third party shall only be possible with the written consent of the Provider. By accepting the General Terms and Conditions, the Subscriber agrees that the Provider is entitled to assign any of its receivables from the Subscriber or the entire Agreement to a third party and that, upon the assignment of the Agreement, the Subscriber shall be entitled to refuse to release the Provider from its obligations only if the relevant third party (the assignee) has a monetary debt to the Subscriber under the assigned Agreement and, at the time of assignment, its ability to fulfil this debt is lesser than that of the Provider.
- 11.7 The Subscriber may terminate the Agreement or individual Technical Service Specifications in writing (in this context, termination by e-mail delivered to the Provider, with a scan of the termination notice signed by an authorised person (in PDF format) attached, shall also be considered written termination):
- 11.7.1 Without penalty in the event of a unilateral amendment to the Agreement or the General Terms and Conditions, as specified in Articles 20.1 and 20.3 of these General Terms and Conditions.
- 11.7.2 For any cause or without cause; the notice period shall be 3 (three) months, and it shall begin on the first day of the month following the delivery of the notice to the Provider. The notice period shall, however, not exceed the maximum length specified by the Electronic Communications Act, if the Act necessarily applies to such a case. If the Subscriber gives notice of termination in accordance with this article in such a way that the notice period ends before the minimum duration of the relevant TS, the Provider shall be entitled to charge the Subscriber for the period from the end of the notice period to the date on which the minimum duration of the relevant TS would have expired, a one-off fee equal to the sum of the regular monthly prices for this period, and for Metered Services and Contractual Call Charges, a one-off fee equal to the sum of the Contractual Call Charges or the specified minimum performance for the specified period. However, this one-off fee will be charged only to the extent permitted by the Electronic Communications Act, if applicable.
- 11.8 The option to terminate the TS pursuant to Article 11.7.2 of these General Terms and Conditions cannot be applied to TS concluded for a fixed term.
- 11.9 Termination of the Agreement or individual TS shall not affect the Subscriber's obligation to pay the Provider all amounts due or liability for any damage.
- 11.10 The Provider may withdraw from the Agreement or individual TS with immediate effect, i.e. on the date of the delivery of written notice of withdrawal to the Subscriber:
- 11.10.1 In the event of reasonable suspicion that the Subscriber is misusing the Network or using the Service in violation of legal regulations or in violation of good morals, in particular by supporting or enabling any illegal activities or engaging in them, interferes with the services provided to other Subscribers or Users, interferes with the Provider's network or other networks, or engages in malicious or harassing communication, 11.10.2 in the event of repeated breaches of the Subscriber's obligations under the Agreement or in the event that such obligations are breached in a material manner;
- 11.10.3 In the event that, when setting up the Service, making changes to the Service, limiting or eliminating a Cyberattack and/or the threat of using the Service or equipment for a Cyberattack, or removing Faults, the Subscriber fails to provide sufficient cooperation to the Provider, in particular in accordance with the Agreement;

- 11.10.4 If, during the feasibility study for the establishment (modification) of the Service or during the actual establishment (modification) of the Service, it is established that the relevant Service cannot be set up or modified due to technical reasons;
- 11.10.5 If the Service cannot continue to be operated for technical reasons; the Subscriber is not entitled to have the Service provided (restored) by another provider,
- 11.10.6 If the Subscriber fails to provide the Provider with the required deposit or security pursuant to Article 6.10 of these General Terms and Conditions or fails to immediately supplement the deposit or security to the specified amount after a written request from the Provider.
- 11.10.7 In the event of reasonable suspicion that (i) the Subscriber is involved in a Cyberattack, (ii) the manner of use of the Service is the cause of a Cyberattack and/or that the Subscriber is repeatedly the target of a Cyberattack within a period of 30 consecutive days (iii) and/or traffic directed to or from the resources (or equipment) allocated to them threatens the Provider's infrastructure in a material manner, all regardless of the Subscriber's intent.
- 11.11 In the event of withdrawal pursuant to Articles 11.10.1, 11.10.2, 11.10.3, 11.10.6, 11.10.7 (except for points (ii) and (iii)) and/or 11.12 of these General Terms and Conditions, which will result in the termination of a TS concluded for a fixed term (or with a specified minimum duration), the Provider shall be entitled to charge the Subscriber a fee in an amount calculated in accordance with Article 11.7.2. of these General Terms and Conditions.
- 11.12 If the Subscriber has provided incorrect personal or identification data, the Provider has the right to withdraw from the Agreement after demonstrably notifying the Subscriber.
- 11.13 The Provider may terminate the Agreement or individual Technical Service Specifications (one or more) for any cause or without cause, with a notice period of 3 (three) months, which shall commence on the first day of the month following the delivery of the notice to the Subscriber. In the case of Electronic Communications Services, however, the notice period shall be 30 (thirty) days in line with the Electronic Communications Act.
- 11.14 When the transfer of the Subscriber's telephone number from the Provider is being arranged (number portability), relevant individual Services that cannot be provided in the Provider's Network without such a telephone number shall be terminated on the date on which the Provider receives notification from the receiving provider of publicly available telephone services of the activation of the transfer of the relevant telephone number to such provider, but no later than on the date specified by the Electronic Communications Act, if this Act mandatorily applies to the case. For the purposes of the Agreement, early termination of an individual Service pursuant to the previous sentence shall be considered termination of the Service by notice given by the Subscriber pursuant to Article 11.7.2 of these General Terms and Conditions. The Provider shall therefore be entitled to charge the Subscriber a fee pursuant to Article 11.7.2 of these General Terms and Conditions.
- 11.15 The Agreement or individual Technical Service Specifications may also be terminated by agreement between the Contracting Parties. Termination of an individual part of the Agreement shall not result in the termination of any other part of the Agreement.
- 11.16 Upon termination of the Agreement or individual Technical Service Specifications by withdrawal or notice of termination given by the Subscriber prior to the setting up of the Service or implementation of a change to the Service, the Subscriber shall be obliged to reimburse the Provider for expenses incurred in relation to work already performed and its preparation and as well as for the acquisition of technical equipment intended for the Service; this shall also apply in the event of withdrawal from the Agreement or an individual Service by the Provider pursuant to Article 11.10 (with the exception of withdrawal pursuant to Articles 11.10.4 and 11.10.5) of these General Terms and Conditions.
- 11.17 Upon the termination of the Agreement or the relevant Technical Service Specifications, the Subscriber shall return to the Provider without undue delay everything that is the property of the Provider and shall provide the Provider with the necessary cooperation at its own expense. All receivables, debts, and obligations arising from the terminated Agreement or TS shall be settled by the Contracting Parties no later than 45 (forty-five) calendar days after the termination of the Agreement or TS.
- 11.18 Upon the termination of the Agreement or the relevant Technical Service Specifications and following the fulfilment of all debts and obligations of the Subscriber towards the Provider, the Provider shall return to the Subscriber without undue delay everything that is the property of the Subscriber.
- 11.19 As of the date of termination of the Service, the subject of which is the storage of data on the Provider's equipment, the Subscriber shall delete all stored data. Should the Subscriber fail to do so, the Provider is entitled to delete all stored data at the Subscriber's expense.

12. GENERALLY BINDING PROCEDURES

(general provisions)

12.1 Establishment of the Service by the Provider

- 12.1.1 The Technical Service Specifications contain the settings of the relevant Service parameters and the prices for the establishment and operation of the Service, unless that information is specified in another part of the Agreement.
- 12.1.2 The Provider shall establish the Service on the basis of the information specified in the Agreement, in particular in the relevant Technical Service Specifications.
- 12.1.3 The establishment of the Service within the deadlines specified in the Technical Service Specifications shall be conditional upon the Subscriber having:
- Provided all necessary information or documentation for the processing of the Project, where necessary;
 - Provided the Provider with all necessary cooperation, in particular ensured the environment for the installation of end points or routing equipment and determined their location precisely and definitively, and allowed authorised persons of the Provider access to the premises where the equipment is to be located;
 - Provided all documentation necessary for obtaining the relevant permits, decisions or statements, if necessary, such as:
 - Obtained the written consent of the owner of the building and the owner of the internal distribution system with their installation, where necessary; if the Subscriber is also the owner of the property, the signed Agreement or Technical Specification shall also constitute such consent;
 - Obtained a written statement from the entity that has set up the relevant subscriber station, if such a statement is necessary to ensure the provision of the relevant Service;
 - Approved the Project, if it has been prepared.
- 12.1.4 The Subscriber shall pay all necessary costs associated with the establishment of the relevant Service that the Provider has incurred or is to incur, in particular if the Subscriber fails to meet the conditions set out in the previous Article – Article 12.1.3 of these General Terms and Conditions, in particular if the Subscriber fails to provide reasonable cooperation in setting up the Service, unless otherwise specified.
- 12.1.5 After the Service is put into operation, the Provider shall, as a rule, issue a Service handover protocol or a document with the same or similar meaning ("Handover Protocol"). The Subscriber's contact person shall verify the

- functionality of the Service. Fault to accept the Service or failure to confirm or accept the Handover Protocol by the Subscriber shall not affect the Subscriber's obligation to pay the price of the Service established or used by the Subscriber. If the Subscriber fails to provide the cooperation necessary for the acceptance of the Service on the basis of the Handover Protocol within 10 (ten) business days, the Service shall be deemed to have been accepted upon expiry of that period.
- 12.1.6 Equipment provided to the Subscriber by the Provider in the form of a lease or loan shall be listed in the Technical Service Specifications and/or in the Handover Protocol. The Subscriber undertakes not to move the equipment leased or borrowed from the Provider anywhere, not to manipulate it in any other way, and not to provide it to a third party without the prior written consent of the Provider.
- 12.1.7 By agreement between the Subscriber and the Provider, the Subscriber may be granted access to the Provider's premises at the Subscriber's request. The Subscriber shall comply with the Provider's instructions and the operating, fire and safety regulations of the premises, which specify basic information for routine technical contact (responsible person, their address, telephone number, etc.) for the relevant Provider's premises, as well as arrangements for any repairs in the event of a fault occurring on the Provider's premises outside working hours.
- 12.1.8 The planned date of establishment or change of the Service, specified in the Technical Service Specifications, shall only apply if all of the Subscriber's obligations specified in the Agreement and, in particular, in the relevant Technical Service Specifications have been met.
- 12.1.9 The Provider shall be entitled to refuse to conclude or change the TS, in particular for technical reasons; for the avoidance of doubt, it is stipulated that the Provider is not obliged to justify its refusal.
- 12.1.10 Should unforeseeable objective circumstances arise during the implementation (or modification) of the Service that prevent the Provider from implementing or modifying it in the required (agreed) manner, at the estimated cost, or within the required (agreed) deadline, and provided that it cannot be reasonably assumed that the Provider could avert or overcome such circumstances or the consequences thereof by using reasonable effort, the Provider shall inform the Subscriber of the situation and propose a possible adjustment to the solution. If necessary, the Provider shall also propose a possible change in price and implementation deadline to correspond to the changed solution. If no mutually acceptable agreement on a change in the solution (including an agreement on the change in price and deadline for implementation) is reached, the Provider shall be entitled to withdraw from the implementation (or change) of the Service by means of a written notice. In this case, neither of the Contracting Parties shall be entitled to claim any contractual penalty or compensation for damages.
- 12.1.11 The Subscriber is the sole owner of the data stored on any devices and bears full responsibility for its content and compliance with legal regulations. The Provider shall not be liable for the quality and content of the data.
- 12.2 Change in Service parameters**
- 12.2.1 The method of ordering a change to the Service may be specified in the Contract.
- 12.2.2 After a change to the Service has been implemented, the Subscriber's Contact Person shall verify the functionality of the Service. The Provider's Contact Person shall usually issue a Service Change Handover Protocol.
- 12.2.3 The Service change shall be implemented on the date specified in the Service Change Handover Protocol, or on the date of the Provider's written notification of the Service change, or on the date of the first use of the changed Service, whichever occurs earlier. The provisions of Article 12.1.5 of these General Terms and Conditions shall apply *mutatis mutandis*.
- 12.3 Special procedure for concluding or changing TS**
- 12.3.1 The Technical Service Specifications may be concluded or amended using electronic means of communication in the manner specified below.
- 12.3.2 The Subscriber shall deliver to the Provider by e-mail a message with an attachment containing an electronic version (in PDF format) of the Technical Service Specifications, completed and signed by an authorised representative of the Subscriber (hereinafter referred to as the "Order"), in accordance with the template provided by the Provider to the Subscriber. The Order shall be irrevocable and the deadline for its acceptance shall be at least 10 (ten) business days from the date of its delivery to the Provider. An Order may also be issued in another manner specified in the Agreement.
- 12.3.3 The Provider shall decide at its own discretion whether to accept an Order or not. If it decides to accept the Order, the Provider shall send the Subscriber a message by e-mail or in the manner specified in the Agreement, to which the Order shall be attached, signed by an authorised representative of the Provider, otherwise it shall send the Subscriber a notification that it does not accept the Order.
- 12.3.4 The Technical Service Specifications shall be concluded at the moment when the Subscriber receives the Order signed by an authorised representative of the Provider in accordance with Article 12.3.3 of these General Terms and Conditions. If the Service was established in accordance with the Order before the conclusion of the Technical Service Specifications, then, for the avoidance of doubt, the Contracting Parties agree that the terms and conditions of the Technical Service Specifications shall apply to the Service from the moment of its establishment.
- 12.3.5 Only the Subscriber's authorised person specified in the Master Agreement or another person whose identity has been communicated to the Provider in writing by the Subscriber's authorised person shall be authorised to submit an Order.
- 12.3.6 The Provider has the right to ask the Subscriber to submit the original of any Order or summary of Orders for a previous period, and the Subscriber shall deliver the requested Order or Orders to the Provider without undue delay.
- 12.4 Termination of Service provision**
- 12.4.1 The provision of the Service shall be terminated on the date of the expiration of the term of the Agreement or the relevant TS, on the date of expiration of the relevant notice period, as of the date of withdrawal or as of a date agreed by the Contracting Parties.
- 12.4.2 Unless otherwise agreed, the Provider's liability for individual Services and data related to the terminated Service shall end on the date of termination of the individual Service.
- (provisions applicable only to ICT Services)**
- 12.5 Establishment of a Service by the Subscriber**
- 12.5.1 Within the scope of cloud-type Services, the Subscriber shall be entitled to create their own cloud resources and the related environment, but only to the extent defined in the Agreement.
- 12.5.2 The Subscriber shall pay the costs associated with the establishment and operation of the Service. Prices are governed by the valid Service Price List, unless otherwise specified in the Agreement.
- 12.5.3 The Subscriber shall inform the Provider about the creation of new cloud resources and related environments by the Subscriber in the allocated environment.
- 12.5.4 When creating their own virtual servers in the allocated cloud Service environment, the Subscriber shall ensure the implementation of the appropriate Cloud Tools in each virtual server created in this way. In the event of a breach of this obligation, the server created in this way shall be

removed from the conditions set out in the Service SLA and the SLA shall not be provided for it.

12.5.5 In the event of the creation of a virtual server with a set time limit on its lifetime, or in the event of the termination of the operation of a virtual server, the Provider shall not be liable for any damage caused by the termination of the operation of such a virtual server or for the loss of data from such a terminated server.

13. CONDITIONS FOR THE INSTALLATION AND OPERATION OF SERVICE END POINTS

13.1 The Subscriber shall provide, at its own expense, the necessary operating premises and conditions for the operation of the Provider's equipment related to the Service provided, if the provision of such operating premises is necessary in connection with these Services. These conditions, set out in this article below, must comply with the Provider's requirements throughout the entire period of provision of the Service and may not be changed without the Provider's written consent.

13.2 The Subscriber may not change the settings, connection, location and spatial arrangement of the Provider's equipment at the Service Location between the Service End Points from the state at the time of establishment of the Service without the personal participation or prior written consent of the Provider. The Subscriber shall take measures to prevent third parties from tampering with the Provider's equipment at the Service Location.

13.3 The temperature in the operating room must not fall below +10 °C and must not exceed +35 °C, even with an installed heat load of 2000 W.

13.4 The humidity in the operating room must be between 10 and 80%, non-condensing. The Provider's equipment must not be exposed to dripping or splashing water or gaseous or liquid chemicals.

13.5 The dustiness in the operating room must correspond to the AB5 and AE1 environments according to ČSN 33 2000-5-51.

13.6 For the operation of the Provider's equipment, the Subscriber shall, at its own expense, provide and supply free of charge a 48V/40A DC or 230V/10A AC power supply on a circuit protected by a circuit breaker, or a power supply in accordance with other requirements specified in the Project, if applicable.

13.7 Documentation must be available for all electrical wiring proving that an output inspection of the electrical equipment has been performed.

14. LIABILITY FOR DAMAGE AND COMPENSATION

14.1 The Provider shall only be liable for actual damage caused to the Subscriber intentionally or through gross negligence.

14.2 In particular, the Provider shall not be liable for:

14.2.1 Damage resulting from exceeding capacity limits, Faults, repairs, or maintenance of the infrastructure, the Network, or any part thereof;

14.2.2 Damage caused (even partially) by the Subscriber;

14.2.3 Lost profits or non-pecuniary damage;

14.2.4 Any damage caused to the Subscriber or User as a result of an internet outage, delayed delivery or restriction, breach or loss of availability, integrity or confidentiality of data, including personal data.

14.3 Regardless of any other provisions of these General Terms and Conditions, in the event of failure to provide the Service under the Agreement, the Provider's liability shall be limited solely to the obligation to promptly remedy the defect, reduce the price appropriately, or refund any unjustifiably charged and paid prices. Hence, the Provider is not obliged to compensate Subscribers or Users of the Service for damages resulting from its failure to provide the Service or defective provision of the Service.

14.4 The damage pursuant to Article 14.1 of these General Terms and Conditions shall be compensated by the Provider in the amount of the actual damage. The Provider shall first use the amount quantifying the damage to set off its due receivables from the Subscriber. If no such receivables exist or are insufficient for covering the amount determined as damage compensation for damage, the Provider shall provide the Subscriber with the Service free of charge up to the relevant amount. Only if compensation for damage is provided after the termination of the Agreement shall such compensation be paid in cash.

14.5 The Subscriber shall be liable for any damage incurred by the Provider for any reason on the part of the Subscriber or User whom the Subscriber has intentionally or negligently allowed to cause such damage, in full.

14.6 The Subscriber shall also be fully liable to the Provider for damage caused by a User whom the Subscriber has intentionally or negligently allowed to use the Service.

14.7 Once the Subscriber acknowledges or the Provider proves the damage, the Subscriber shall pay it in full within 30 (thirty) calendar days of receiving the request for payment of damages by bank transfer to the Provider's account.

15. CONTRACTUAL PENALTIES

15.1 If the Subscriber is in default with the payment of the price for the Services provided or is in default with the payment of other monetary obligations under the Agreement, the Provider shall be entitled to charge a contractual penalty amounting to 0.05% of the amount due per day, from the day following the occurrence of the default until the day of payment in full. The provisions of Article 6 of these General Terms and Conditions shall apply *mutatis mutandis* to the method of payment of the contractual penalty.

15.2 The contractual penalty may also be specified in the Service Price List. The provisions of Articles 15.3 and 15.4 of these General Terms and Conditions shall apply *mutatis mutandis* to the contractual penalty specified in the Service Price List and/or agreed in another part of the Agreement.

15.3 The Provider's right to compensation for the damage caused in full shall not be affected in any way by the claim for payment of a contractual penalty or its payment.

15.4 The contractual penalty shall be charged to the Subscriber on the next regular invoice for the Services, and the terms of its payment shall be governed by the due date of that invoice. If no invoice for Services is to be issued to the Subscriber, the Provider shall issue a separate invoice for the payment of the contractual penalty. The provisions of Article 6 of these General Terms and Conditions shall apply *mutatis mutandis*.

16. PROTECTION OF SUBSCRIBERS' PERSONAL DATA, PROVISIONS OF THE EU DIGITAL SERVICES REGULATION

16.1 The Provider shall be entitled to process the personal data of the Subscriber, User, and other persons that it has registered in the Provider's information and accounting systems and to use them in accordance with the legal order of the Czech Republic, in particular in accordance with the General Data Protection Regulation and the Electronic Communications Act.

16.2 Personal data means any information relating to an identified or identifiable natural person within the meaning of Article 4(1) of the General Data Protection Regulation ("Personal Data").

The Provider as a Personal Data Controller

16.3 The Provider processes Personal Data in its capacity as a personal data controller within the meaning of Article 4(7) of the General Data Protection Regulation when providing Electronic Communications Services, in accordance with the Principles of Personal Data Processing for

- Customers pursuant to Article 16.4 of these General Terms and Conditions.
- 16.4 Effective from 25 May 2018, the Provider has issued the Principles of Personal Data Processing for Customers and Users of České Radiokomunikace Services in line with the General Data Protection Regulation (hereinafter referred to as the "Principles of Personal Data Processing for Customers"), the current version of which is published on the Provider's website: www.cra.cz/gdpr. The Subscriber understands that the wording of the Personal Data Processing Policy for Customers may change from time to time.
- 16.5 The Subscriber or other data subjects within the meaning of Article 4(1) of the General Data Protection Regulation enjoy the rights of data subjects listed in the Personal Data Processing Policy for Customers.
- 16.6 As the controller of Personal Data, the Provider processes the provided data manually and automatically, personally (i.e. through its employees and other legal representatives) or through other processors (third parties) in accordance with the Personal Data Processing Policy for Customers.
- 16.7 The Provider is entitled to process Personal Data for the time necessary for the purposes specified in the Personal Data Processing Policy for Customers.
- 16.8 For the purposes of effective communication with the Subscriber and, where applicable, for the purposes of performing the Agreement or legal obligations, the Provider collects and processes, to the extent necessary, the Personal Data of the contact persons of the Subscribers and/or other data subjects specified in the Agreement (e.g. Users who are natural persons) or otherwise involved in the performance of the Contract. The Subscriber undertakes to inform these data subjects about the processing and to provide them with the information available in the Personal Data Processing Policy. For the purposes of Section 95 of the Electronic Communications Act, the Provider declares that it does not collect Personal Data for the purpose of issuing a list of Subscribers, the purpose of which is to search for detailed contact information of the Subscriber.
- 16.9 Articles 16.3 to 16.8 of these General Terms and Conditions shall apply to a Subscriber who is a legal entity only to the extent that corresponds to its nature as a legal entity.
- The Provider as a Personal Data Processor**
- 16.10 In connection with the provision of ICT Services, the Provider may process Personal Data in the position of a personal data processor within the meaning of Article 4(8) of the General Data Protection Regulation. In such a case, the Provider and the Subscriber have agreed on the following rules for the processing of Personal Data by the Provider for the purposes of processing Personal Data within the meaning of Article 28 of the General Data Protection Regulation. The Subscriber declares that it is authorised to transfer Personal Data to the Provider for processing. The provisions of Articles 16.10 to 16.15 of these General Terms and Conditions constitute a processing agreement pursuant to Article 28 of the General Data Protection Regulation.
- 16.11 The Provider shall process all Personal Data provided to it by the Subscriber and/or User in connection with the relevant Services ("Customer Data"). The Provider shall process Customer Data in accordance with the General Data Protection Regulation and for the purpose of providing ICT Services to the Subscriber and improving those services. In this regard, the Provider undertakes, in particular, but not exclusively, to fulfil the following obligations to the following extent:
- 16.11.1 To process Customer Data in accordance with the Subscriber's documented instructions, to the extent and in accordance with the purpose for which the Customer Data is to be processed. The Provider shall notify the Subscriber without undue delay of the inappropriate nature of the instructions if the Provider could have discovered this inappropriateness by exercising all professional care. In such a case, the Provider shall carry out the instructions only on the basis of a written request from the Subscriber;
- 16.11.2 Ensure that persons authorised to process Customer Data are bound by confidentiality or are subject to a statutory obligation of confidentiality;
- 16.11.3 Take measures to secure personal data in accordance with Article 32 of the General Data Protection Regulation;
- 16.11.4 Comply with the conditions for engaging another processor pursuant to Article 28(2) and (4) of the General Data Protection Regulation, in the manner described in Articles 16.12 and 16.13 of these General Terms and Conditions;
- 16.11.5 Take into account the nature of the processing, assist the Subscriber who is the controller, through appropriate technical and organisational measures, where possible, in fulfilling the controller's obligation to respond to requests for the exercise of the rights of the data subject set out in Articles 12 to 22 of the General Data Protection Regulation;
- 16.11.6 Assist the Subscriber who is the controller in ensuring compliance with the obligations under Articles 32 to 36 of the General Data Protection Regulation. The Provider shall also take into account the nature of the processing and the information available to it as a processor;
- 16.11.7 In accordance with the decision of the Subscriber as the controller, either delete all Customer Data or return it to the Subscriber at the end of the provision of Services related to processing, in the manner described in Article 16.15 of these General Terms and Conditions, and delete existing copies, unless otherwise required by law;
- 16.11.8 Provide the Subscriber, as the controller, with all information necessary to demonstrate that the obligations set out in the Agreement have been fulfilled, and allow audits, including inspections, to be carried out by the Subscriber or another auditor appointed by the Subscriber, and contribute to such audits, to the extent described in greater detail in Article 16.14 of these General Terms and Conditions;
- 16.11.9 Notify the Subscriber of the inappropriateness of instructions relating to the processing of Customer Data, in particular if the execution of such instructions would lead to a breach of the General Data Protection Regulation or other legislation.
- 16.11.10 The Provider has implemented technical and organisational measures to protect Personal Data, including Customer Data. These measures are described in the Technical and Organisational Measures for the Protection of Personal Data document, which forms an integral part of the Agreement, as specified in Article 21.3 of these General Terms and Conditions.
- 16.12 If the Provider engages another processor to perform certain processing activities, the same data protection obligations as those set out in the Agreement shall be imposed on that other processor by Agreement, in particular the provision of sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the General Data Protection Regulation or other legal regulations. If the said sub-processor fails to fulfil its obligations in the sphere of personal data protection, the Provider shall remain fully liable to the Subscriber for the fulfilment of the obligations of the sub-processor concerned.
- 16.13 A list of the Provider's current sub-processors is available at www.cra.cz/gdpr (the Provider may update this URL from time to time). At least 14 (fourteen) days before a new sub-processor is granted access to Customer Data, the Provider shall update this list and, in the event of a material change, shall provide the Subscriber with a mechanism to receive notification of such update and shall provide the Subscriber with an opportunity to object to such change.

16.14 The Provider declares that it has obtained the security certificates listed at www.cra.cz/o-nas/dokumenty-ke-stazeni. The Provider undertakes to comply with all security processes and other obligations under these certificates. The Provider also undertakes to keep all processes up to date and to undergo regular recertification audits. If the Subscriber requests this in writing and undertakes to ensure the confidentiality and protection of the information provided, the Provider shall provide available audit reports for the purpose of verifying that the Provider is fulfilling its security obligations. If the Subscriber requests another audit or inspection, the Provider shall allow it (i) on the basis of a reasoned written request in which the Subscriber describes and justifies why it considers the above audits and audit reports to be insufficient from the point of view of personal data protection, and (ii) provided that the audit does not affect the legitimate interests of the Provider or other Subscribers and Users, and that sufficient guarantees are provided to the Provider for the protection of trade secrets and/or confidential information.

16.15 The Provider shall process the Personal Data of third parties for the duration of the provision of the relevant Service, and after the termination of the provision of the Service, the Customer Data shall be completely deleted without undue delay; the Subscriber acknowledges this fact by entering into the Agreement.

Provisions of the EU Digital Services Regulation

16.16 Information about how the Provider fulfils its obligations under the legal regulation of digital services pursuant to EU Regulation 2022/2065 on the Digital Services Act and amending Directive 2000/31/EC (Digital Services Regulation), as amended (hereinafter referred to as the "DSA Regulation") is published on the Provider's website (www.cra.cz/narizeni-o-digitalnich-sluzbach-kontakty-a-oznameni), including a complaint form. The Provider is entitled, in particular, to delete or make inaccessible any illegal content, in particular within the meaning of the DSA, that violates the law. The Subscriber agrees and understands that the Provider is entitled to take measures in accordance with the DSA Regulation, in particular in accordance with Article 17(1) of the DSA Regulation. The Contracting Parties agree that liability for damage caused by the Provider acting in accordance with the DSA Regulation shall be excluded to the maximum extent permitted by applicable law, even if the damage arises in connection with or as a result of the Provider taking measures under the DSA Regulation.

17. TERRITORIAL SCOPE OF THE SERVICE PROVIDED

17.1 The place where the Service is provided is specified in the Agreement.

18. OTHER LIABILITY

18.1 The Provider shall not be liable for the content of data transmitted, processed or stored through the Service.

18.2 The Subscriber or User is not entitled to reimbursement of expenses or compensation for any damage that may arise as a result of a change in number due to a change in the numbering plan or IP addresses.

18.3 The Provider shall not be liable for the currency, accuracy, lawfulness, and compliance with moral principles of any data originating from the internet or other networks or data that is the subject of the provision of the Service.

18.4 Based on the relevant Agreement, the Provider is entitled to provide the Subscriber with third-party products and licences for them (hereinafter collectively referred to as the "Licensed Product"). The Subscriber may use Licensed Products exclusively for themselves and only in the manner permitted by the relevant licence. The licence terms for Licensed Products are documents that contain information about the terms of use of the Licensed Product and are available in their current version on the Licensed Product website. The licence terms are also available from the Provider upon request. The Subscriber may use Licensed Products exclusively as part of the Service; the Subscriber may only make changes

to the scope or manner of use of the Licensed Product if they are authorised to do so under the relevant licence terms, and the Subscriber shall notify the Provider of any such changes in a demonstrable and timely manner. Technical support for the Licensed Product is provided to the extent and in the manner specified by a third party. The Provider is not liable for any damage caused by the use of the Licensed Product. The Subscriber shall remove the relevant Licensed Product from their devices immediately after the termination of the provision of the Service or its contractual relationship with the Provider.

18.5 The Subscriber shall be fully liable, without limitation, for any damage incurred by the Provider for reasons on the Subscriber's part connected with a Licensed Product, and in particular shall to compensate the Provider for any damage incurred by it due to a breach of any of the terms of use of the Licensed Product (or for a breach of these General Terms and Conditions) on the part of the Subscriber or a User to whom the Subscriber has allowed access to the Licensed Product, in any form and in any manner, even unknowingly. The Subscriber undertakes, among other things, to compensate the Provider for damages consisting in penalties or other financial payments made by the Provider to the owner/provider of the Licensed Product due to a number of users of the Licensed Product different from that reported by the Subscriber, or incorrectly reported or unreported changes. The amounts of potential penalties are specified in the Licence Terms for Licensed Products, the current version of which is available on the website of the Licensed Product or upon request from the Provider.

18.6 Unless the Contracting Parties expressly agree otherwise, the Subscriber shall, in connection with the use and administration of Licensed Products, implement and operate the Software Asset Management tool (or a similar tool) supplied by the Provider in the environment in which the Licensed Product is used and/or administered. The Subscriber shall implement that tool within 30 days of the conclusion of the relevant TS and shall maintain it in proper operation for the duration of the use of the Licensed Product and/or the duration of the relevant TS, whichever ends later. In the event of an increase in the costs associated with the provision of the Licensed Product, the Provider shall be entitled to increase the price of the Service accordingly (or pass the costs or any other expenses to the Subscriber).

19. DISPUTE RESOLUTION OUTSIDE OF COURT OR ADMINISTRATIVE PROCEEDINGS

(general provisions)

19.1 Any dispute concerning the subject matter of the Agreement shall be resolved in accordance with the dispute resolution procedure set out in this Article 19 of these General Terms and Conditions, unless the law provides otherwise.

19.2 The date on which one Contracting Party delivers a notice of dispute to the other Contracting Party, including a specific and reasonably detailed description of the dispute and, if possible, a precise proposal for a solution, shall be considered the date on which the dispute arose.

19.3 The Contracting Parties shall commence negotiations as soon as possible, but no later than within 10 (ten) business days of the delivery of the notice of dispute, with a view to reaching a settlement of the matter that is the subject of the dispute. These negotiations shall initially be conducted by representatives appointed for this purpose by each Contracting Party.

19.4 If no agreement is reached in the negotiations within 10 (ten) business days of the commencement of the negotiations, the dispute shall be discussed by the statutory bodies of both parties or their authorised representatives within a further 10 (ten) business days, unless the Contracting Parties agree otherwise.

19.5 Written minutes shall be taken of the negotiations pursuant to Articles 19.3 and 19.4 of these General Terms and Conditions.

(provisions applicable only to Electronic Communications Services)

19.6 If the statutory bodies of both parties or their authorised representatives fail to reach an agreement, either Contracting Party or both Contracting Parties jointly shall immediately submit the dispute to the Office for a decision, unless the Electronic Communications Act provides otherwise.

(provision relating only to ICT Services)

19.7 If the statutory bodies of both Contracting Parties or their authorised representatives fail to reach an agreement, they shall submit the dispute to the competent court. The local jurisdiction of the court is determined in accordance with Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, based on the address of the Provider's registered office.

20. UNILATERAL CHANGE OF CONTRACTUAL TERMS AND CONDITIONS

(provisions applicable only to Electronic Communications Services)

20.1 In accordance with the Electronic Communications Act, the Provider is entitled to amend the Agreement or any part thereof or to add new provisions thereto, in particular with regard to the scope, price, rights and obligations of the Contracting Parties and the quality of the Services. The Provider is entitled to amend the Agreement or any part thereof or to add new provisions thereto, in particular if there is a reasonable need for such an amendment or addition, for example, the need to amend or newly and expressly regulate certain rights and obligations of the Contracting Parties in connection with a change in legislation, available technologies, the market situation, or the Provider's business policy. The Provider shall inform the Subscriber of changes to the contractual terms and conditions no later than 1 (one) month before the changes to the Agreement take effect. In cases specified by the Electronic Communications Act, the Provider shall also inform the Subscriber of their right to terminate the Agreement without incurring any additional costs if the Subscriber does not agree with the new terms and conditions. If the Subscriber does not terminate the Agreement in this manner, the new wording of the Agreement shall become binding as an amendment to the originally agreed Agreement, effective from the date specified in the relevant amendment to the Agreement or part thereof as the date of entry into force of the new wording.

20.2 The Subscriber has the right to terminate their obligation under the Agreement in accordance with Article 20.1 of these General Terms and Conditions only if the proposed changes are not exclusively beneficial to them, if they are not of a purely administrative nature, and do not have neutral effects, or if the Agreement has not been amended on the basis of a change in legislation or in the event of an amendment to the Agreement as a result of a decision of the Office imposing on the Provider the obligation to implement an amendment to the Agreement. In all other cases, the Subscriber shall not have the right to terminate the Agreement in this manner, unless the Electronic Communications Act provides otherwise.

(provisions applicable only to ICT Services)

20.3 The Provider shall be entitled to amend these General Terms and Conditions, the Technical Service Description, the SLA, or the Service Price List or to add new provisions thereto, in particular with regard to the scope, price, rights and obligations of the Contracting Parties and the quality of the Services. The Provider is entitled to amend the General Terms and Conditions, the relevant SLA or the Service Price List or to add new provisions thereto, in particular if there is a reasonable need for such amendments or additions, for example, the need to amend or newly and expressly regulate certain rights and obligations of the Contracting Parties in connection with a change in legislation, available technologies, the market situation or the Provider's business policy. The Provider shall send or notify to the Subscriber any amendments and supplements or the consolidated text of the amended General Terms and Conditions, Technical Service Description, SLA, or Service Price List no later than 1 (one) month before the proposed effective date of such amendment in the manner agreed for sending billing, and shall publish information about the change in a manner allowing remote access. If the Subscriber does not agree with the proposed amendment to the General Terms and

Conditions, Technical Service Description, relevant SLA, or Service Price List, they are entitled to terminate the Agreement for that reason within 1 (one) month of notification of the amendment, effective from the effective date of the proposed amendment. If the Subscriber does not terminate the Agreement in this manner, the new wording of the General Terms and Conditions, Technical Service Description, relevant SLA, or Service Price List shall become binding for the Agreement concluded, as an amendment to the originally agreed Agreement, effective from the date specified in the relevant amendment to the General Terms and Conditions, Technical Service Description, the relevant SLA, or the Service Price List as the effective date of the new wording of the General Terms and Conditions, Technical Service Description, the relevant SLA, or the Service Price List.

20.4 In the event that the rights and obligations of the parties regulated by the Agreement change directly as a result of a change in legislation from which it is not possible to deviate by contract, Article 20.3 of these General Terms and Conditions shall not apply. The Provider shall inform the Subscriber of such a change.

21. JOINT AND FINAL PROVISIONS

21.1 A legal act shall be deemed to be made in writing if it is delivered by any of the following means: (i) by post or courier, (ii) to a Contracting Party's data box, (iii) via a system or platform for electronic signing in accordance with Article 21.8 of these General Terms and Conditions, (iv) and, if agreed by both Contracting Parties in the Agreement, also by e-mail.

21.2 Should any provision of the Agreement prove to be invalid, ineffective, or disregarded by law, this shall not affect the validity of the Agreement as a whole. The Contracting Parties shall, without undue delay, agree on new contractual provisions to replace the existing provisions that best correspond to the original purpose.

21.3 In the event of a conflict between the provisions of individual parts of the Agreement, the provisions of the individual parts of the Agreement shall take precedence in the following order:

21.3.1 Numbered amendments to the Agreement in order from the most recent to the oldest;

21.3.2 Special provisions (if agreed);

21.3.3 Technical Service Specifications;

21.3.4 SLA;

21.3.5 Master Agreement;

21.3.6 Service Price List;

21.3.7 Technical Service Description;

21.3.8 General Terms and Conditions;

21.3.9 Technical and Organisational Measures for Personal Data Protection (current version available at www.cra.cz/gdpr).

21.4 By signing the Agreement, the Subscriber confirms that they have read and agree to the individual parts of the Agreement specified in Article 21.3 of these General Terms and Conditions and that they will comply with the conditions specified therein.

21.5 The Czech text of the General Terms and Conditions and the Technical Service Description is binding. Any translation into a foreign language is for informational purposes only. The text of any other contractual document shall be binding in the language in which it is signed.

21.6 These General Terms and Conditions are available at the Provider's registered office and on the Provider's website www.cra.cz/onas/dokumenty-ke-stazeni.

21.7 The provisions of Sections 1799 and 1800 of the Civil Code shall not apply.

21.8 Special provisions on electronic signatures

- 21.8.1 The Master Agreement, its amendments, as well as all other documents (i) that constitute part of the Agreement pursuant to Article 21.3 of these General Terms and Conditions, (ii) to which the Agreement, including these General Terms and Conditions, refers, or (iii) that may be drafted and signed by the Contracting Parties in connection with the performance of the Agreement (“Signed Document”), may be executed and signed electronically in accordance with this Article 21.8 of these General Terms and Conditions.
- 21.8.2 The Provider shall be entitled to determine at its sole discretion and to notify the Subscriber which of the Signed Documents will be signed electronically instead of by hand, including the specific method of electronic signature to be used for signing a specific Signed Document or type of Signed Documents. The Provider shall make the notification in an appropriate manner, including by sending the Signed Document for signature via an electronic system or platform chosen by the Provider. The Subscriber understands and agrees that, for the purposes of the procedure under this Article 21.8 of these General Terms and Conditions, the Provider does not recognise the signing of a Signed Document using a so-called simple electronic signature or guaranteed electronic signature, unless the Provider informs the Subscriber otherwise in writing in a specific case; such notification shall also be deemed to be a notification made by the Provider pursuant to the second sentence of this Article 21.8.2 of these General Terms and Conditions.
- 21.8.3 An electronic signature attached to a Signed Document in a manner chosen by the Provider shall be considered a valid, binding, and legally effective expression of the will to sign the Signed Document. The Subscriber's electronic signature in any other manner shall not constitute a valid and effective legal act unless the Provider subsequently recognises it in writing as a valid form of electronic signature within the meaning of this Article 21.8 of these General Terms and Conditions. Subsequent electronic signing of a thus signed Signed Document by the Provider shall also be considered recognition of the signature by the Provider in accordance with the previous sentence.
- 21.8.4 A Signed Document signed electronically in accordance with this Article 21.8 of these General Terms and Conditions shall, for the purposes of relations between the Contracting Parties, be deemed to constitute a document that meets the requirement of written form and shall have the same legal effect and evidential value between them as a document in paper form bearing handwritten signatures.
- 21.8.5 When proceeding in accordance with this Article 21.8 of these General Terms and Conditions, each Contracting Party shall receive one (1) identical electronic version of the Signed Document, signed on behalf of both Contracting Parties, or on behalf of the relevant Contracting Party, in the case of a Signed Document to be signed by only one of the Contracting Parties. Receipt of the signed Signed Document by the Subscriber shall also mean receipt of information that this version of the Signed Document is available to the Subscriber for downloading in the electronic signing system or platform (or within their functionalities) in accordance with Article 21.8 of these General Terms and Conditions.
- 21.9 The Agreement and, in particular, these General Terms and Conditions do not apply to the provision of radio and television broadcasting services, which are governed in their entirety by separate contractual arrangements.
- 21.10 These General Terms and Conditions shall enter into force and effect on 15 September 2025.