



NTT

**General terms and conditions for the provision of
maintenance service**

NTT Czech Republic s.r.o.

14 February 2020

General terms and conditions for the provision of maintenance service

1. Introductory provisions

The provisions of these general terms and conditions for the provision of maintenance service (hereinafter referred to as the **"Terms and Conditions"**) are valid for the provision of maintenance service by **NTT Czech Republic s.r.o.**, registered address: Milevská 2095/5, 140 00 Prague 4, reg. no.: 26175738, registered in the commercial register maintained by Prague City Court in section C, entry no. 77064 (hereinafter referred to as the **"Provider"**) to the business entity ordering the maintenance service (hereinafter referred to as the **"Client"**), unless stated otherwise in a separate contract.

2. Definition of terms

For the purposes of these Terms and Conditions the terms below shall have the following agreed meaning:

- 2.1. "Copyright Act" means Act No. 121/2000 Coll., the Copyright Act, as amended.
- 2.2. "Documentation" means the official documentation provided by the manufacturer in the version it provided, and any instruction manuals relating to the Equipment and/or the documentation of actual work that the Client has received from the Provider as part of the contractual relationship, under which the Equipment has been provided as the Work that is the subject of the Maintenance Service.
- 2.3. "Confidential Information" means any information that either Contracting Party receives from the other Contracting Party in connection with the performance of the Contract, whether it is provided in writing, verbally, electronically, through observation or by other method, including any information, data or communication of a business, marketing, financial, legal or other nature, and the agreed contractual terms. Amongst others, confidential information includes source codes to software if the Provider has provided them to the Client, as well as all modifications, expansions and versions of such source codes, materials and information concerning the Contracting Parties' activities, business activities and the way in which they do business, information about the Contracting Parties' customers and suppliers, the Provider's offer, including prices, as well as concepts and knowledge, including the results of research and inventions, knowledge about technologies and methods used, "know-how", designs, drawings, specifications, etc.
- 2.4. "Place of Performance" means the place where the Service Maintenance is provided, where the procedure specified in paragraph 6.1 shall be used for determining it.
- 2.5. "Possibility of Remote Network Access" means a situation where the Client allows the Provider to have remote access to the Equipment and to provide Services remotely, in particular: (i) it allows fully secure data access to the Client's internal network from the Provider's network, (ii) the installation and/or configuration of the SW allows remote access to the Equipment and (iii) it provides the Provider with full access rights for full access to the Equipment.
- 2.6. "Offer" means the Provider's offer to provide the Maintenance Service.
- 2.7. "Civil Code" means Act No. 89/2012 Coll. (the Civil Code), as amended.
- 2.8. "Order" means the Client's binding written request for the performance of the Maintenance Service, which has been issued by the Client according to the Provider's valid Offer (i.e. an Order is considered acceptance of an Offer in accordance with Section 1740 of the Civil Code).
- 2.9. "Order Confirmation" means confirmation of an Order that contains deviations or changes compared to the Offer by the Provider, in which the Provider confirms delivery of the Work to the Client under the terms contained in the Order (as specified in paragraph Error! Reference source not found. hereof).
- 2.10. "ServiceDesk" means the contact point operated by the Provider, via which the Provider receives requests from the Client for Maintenance Service according to the Contract.
- 2.11. "Maintenance Service" means maintenance and technical services provided by the Provider as specified in the Offer.
- 2.12. "Contract" means the contract for the provision of maintenance service concluded between the Client and the Provider on the basis of the Offer and the Order (and if relevant the Order Confirmation if sent according to paragraph Error! Reference source not found. hereof), the contents of which shall be formed by these Terms and Conditions, as well as the Offer and the Order (and any Order Confirmation).
- 2.13. "Software" means one or more programs capable of operating on a controller, processor or other hardware product, the detailed specifications of which are described in the Offer.
- 2.14. "Force Majeure Event" means an obstacle that temporarily or permanently prevents a Contracting Party from fulfilling its obligations under the Contract and which is exceptional unforeseeable and insurmountable and was independent of the will of either Party. Force Majeure Events include floods, earthquake, war, terrorist attack, sabotage, revolution, invasion, insurrection, strike, lockout or other event during plant operation, rebellion, civil riots, mob violence, blockade, embargo, boycott, use of military force, fire, explosion, quarantine,

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- and/or conduct or constraints by the government, including the imposition of restrictions or embargoes on imports exports.
- 2.15. "Defect" means the Equipment's failure to work according to the Documentation.
- 2.16. "Equipment" means equipment, including the Software, for which the Maintenance Service according to the Contract is provided and which is described in the Offer/Order (and also in the Order Confirmation, if sent in accordance with paragraph Error! Reference source not found. hereof.

3. Order and creation of contract

- 3.1. An individual Contract shall be concluded on the basis of an Order which has been made out by the Client according to the Provider's valid Offer. The Offer and the Order also include these Terms and Conditions. By making out an Order the Client confirms that it has read these Terms and Conditions and that it considers them to be part of the Contract concluded between the Client and the Provider. By making out an Order the Client also agrees that these Terms and Conditions are the only ones applicable to the Contract concluded on the basis of its Order. For the avoidance of doubt, any business or other contractual conditions printed or otherwise referred to or accompanying the Client's Order shall not be used for the Contract. The Client's Order made out on the basis of the Provider's Offer must be in writing and may be in the following form: (i) the original written Order delivered to the Provider, for example by post or in person, (ii) a copy (scan) of the original written Order delivered to the Provider by email, (iii) a PDF document that has been created in the Client's internal information system, delivered to the Provider as an email attachment or otherwise electronically, (iv) the Client's e-mail accepting the Provider's Offer with an express reference to the Provider's valid Offer, which can be clearly identified from such reference (e.g. by the Offer number and / or Offer title and price of the Order). The Order must always (with the exception of the case in point (iii) and (iv) of this paragraph) be signed by the Client's authorised representative. An Order made out in this way by the Client shall be deemed binding.
- 3.2. The Order must contain at least these basic requirements:
- the Client's business name and registered address (place of business in the Czech Republic);
 - contact person, his/her email and phone number;
 - registration number; tax registration number if the Provider is registered as a VAT payer;
 - designation of the Maintenance Service according to the Provider's list of Maintenance Services,
 - when the provision of the Maintenance Service commences and the length of time the Maintenance Service is provided;
 - Place of Performance;
 - total price of the Order;
 - signature of the Client's authorised representative (if appropriate, also the company stamp), with the exception of paragraph Error! Reference source not found. above.
- 3.3. The Client's Order shall also be deemed sufficient if it does not contain the information according to letters d), e), f), and g), provided it contains an express reference to the Provider's valid offer, which can be clearly identified from such reference, and if the Offer contains various options, the reference shall also specify which option the Client has chosen. If the Order does not contain the information under letters e) and f) and these details are not contained in the Offer either, such Order shall be deemed sufficient and these Terms and Conditions shall be used to determine the Place of Performance and the duration of the Maintenance Service.
- 3.4. Individual contracts are concluded on delivery of an Order to the Provide if the Order fully matches the Offer and does not contain any deviations, additions, reservations, limitations or other changes compared to the Offer (Section 1740 (3) of the Civil Code does not apply and therefore the possibility of accepting an Offer with an addition or deviation is ruled out).
- 3.5. If an Order contains deviations, additions, reservations, limitations or other changes compared to the Offer, such Order shall be considered as a new offer and shall be binding for the Provider only if the Provider sends the Client confirmation of the order confirming the Maintenance Service as specified in the Order, or confirming that the Client's Order has been accepted by the Provider, including with the changes compared to the Offer. The Provider shall send the Client confirmation of the Order by email. In such case a Contract shall be concluded on delivery of confirmation of the Order to the Client.
- 3.6. If the Provider's confirmation of an Order is required by the Client, the Provider shall confirm the Order without undue delay after receiving it by email. However, if the Order fully matches the Offer, the Contract shall be concluded as soon as the Order is received (see paragraph 3.5

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- above). If the Order does not match the Offer, the procedure specified in paragraph Error! Reference source not found. above shall apply.
- 3.7. For the purpose of concluding a Contract an email shall be deemed delivered as soon as it is received by the other Contracting Party's email server according to the email system records of the Contracting Party that has sent the email; an email may be sent to any email address of the other Contracting Party listed in the Offer or Order or otherwise given to the other Contracting Party on concluding the specific business case.
- 3.8. The subject-matter of a Contract concluded in the above manner is the Provider's commitment to provide the Client with the Maintenance Service according to the specifications in the Offer and for the Equipment specified in the Offer according to the further conditions contained in the Contract, and the Client's commitment to pay the agreed purchase price for the Maintenance Service, all according to these Terms and Conditions.

4. Price and terms of payment

- 4.1. The Client agrees to pay the Provider the agreed price for the Maintenance Service. The binding price of the Maintenance Service is specified in the Offer (or in the Order Confirmation, if sent in accordance with paragraph Error! Reference source not found. hereof. The price given in the Offer (or Order Confirmation) is deemed to have been arranged as a fixed amount, unless expressly agreed otherwise.
- 4.2. The prices in the Provider's offer do not include VAT which shall be added to the price by the Provider according to applicable legislation, unless it is expressly stated in the Offer that the price is inclusive of VAT.
- 4.3. The price shall be paid by bank transfer into the Provider's account on the basis of the Provider's issued tax document (invoice).
- 4.4. If there is a change by more than 3% in the exchange rate for the currency, in which the Provider purchases support from the Equipment manufacturer (maintenance/subscription), against the Czech crown on the date the Client is invoiced compared to the exchange rate on the date the Offer (or the Order confirmation) is sent, the Provider shall be entitled to amend the invoice price accordingly, if this price is set in CZK. The exchange rate announced by CNB shall be relevant for calculating exchange rate differences. The Provider shall notify the Client of an amendment to the price according to this paragraph in writing or by email.
- 4.5. If there is a change by more than 3% in the exchange rate for the currency, in which the Provider purchases support from the Equipment manufacturer (maintenance/subscription), against the Czech crown on the anniversary date of the conclusion of the Contract (or the date of its renewal, if the Contract is extended repeatedly) compared to the exchange rate on the conclusion date of the Contract (or the date of its last renewal, if the Contract is extended repeatedly), the Provider shall be entitled to increase the price of the Maintenance Service accordingly for the following period. In such case the price shall always be increased on the date the Contract is renewed, if the Contract is concluded for a definite period, or on the anniversary date of the conclusion of the Contract, if the Contract is concluded for an indefinite period. A price increase due to a change in the exchange rate according to this paragraph can only be made once a year. The exchange rate announced by CNB shall be relevant for calculating exchange rate differences. The Provider shall notify the Client of an amendment to the price according to this paragraph in writing or by email.
- 4.6. If during the Contract there is an increase in the price of the manufacturer's support (maintenance) for the Equipment, the Provider shall be entitled to increase the price of the Maintenance Service according to the Contract by the same percentage (%) for the following period. The Provider shall notify the Client of a price increase according to this paragraph in writing in advance. The Client shall then be required to pay the new, increased price for the Maintenance Service from the date stipulated in the Provider's written notification.
- 4.7. The price of the Maintenance Service covers the extent of the Maintenance Services under the Contract and does not include costs for the following items, which shall be charged separately and paid separately by the Client:
- 4.7.1 services that need to be provided due to a failure by the Client to fulfil its obligations, due to incorrect use, error or negligence by the Client or a third party;
 - 4.7.2 services that need to be provided due to external causes, for example a failure or reduction in the supply of electric power or air-conditioning, accident, a fault in the public telecommunications network, incorrect operation, vandalism or causes other than ordinary use, or due to a Force Majeure Event;
 - 4.7.3 other services that will need to be provided due to reasons specified in paragraphs 7.1.2 and 7.1.4;

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- 4.7.4 the supply and installation of consumable elements and parts, such as the supply and installation of batteries, mounting brackets for rack cabinets, data and power cables including those that are part of the Equipment, media, etc.
- 4.8. The price for the Maintenance Service shall be invoiced monthly by the 10th day of the current month in an invoice (tax document). The date the tax record is issued shall be the taxable supply date.
- 4.9. Invoices shall be payable within fourteen (14) days of the date of issue. The Client shall be required to pay the amount in such a way that it is credited to the Provider's bank account on the due date.
- 4.10. If the Client is in default of payment of an invoice, it agrees to pay the Provider default interest of 0.1 % on the amount owed for each day of the delay
- 4.11. In the event of a delay in the payment of invoices by more than seven (7) days the Provider shall be entitled to suspend the provision of the Maintenance Service until the date on which the entire amount owed, including default interest, is credited to the Provider's account.
- 4.12. The Contracting Parties are required to notify each other of their tax registration numbers and to inform each other properly and in time of any change to a tax entity's identification details (i.e. tax domicile, registration number, business name, registered address, etc.).

5. Start and duration of the Maintenance Service

- 5.1. The Provider shall start providing the Maintenance Service on the date specified in the Offer, or the Order Confirmation if sent according to paragraph Error! Reference source not found. hereof. If no such date is specified in the Offer or Order Confirmation, the Maintenance Service commencement date specified in the Order shall be used. If no such date is specified in any of these documents, the Provider shall start providing the Maintenance Service from the first day of the calendar month after the Contract is concluded, if the conditions for the activation of the Equipment manufacturers' services allow it. In the opposite case, on the date from which the Equipment manufacturer allows the services to be activated.
- 5.2. The Contract is concluded for the period specified in the Offer, or the Order Confirmation if sent according to paragraph Error! Reference source not found. hereof. If the term of Contract is not specified in the Offer or Order Confirmation, the term of Contract specified in the Order shall be used. If the term of Contract is not specified in any of these documents, it shall be assumed that the Contract is concluded for an indefinite period.
- 5.3. If the Contract is concluded for a definite period and it is not stated otherwise in the Offer or the Order (Order Confirmation), the Contract shall always be extended automatically by a further one year, unless one of the Contracting Parties notifies the other Contracting Party in writing at least three (3) months before the end of the original term or any other extended term of the Contract that it insists on the termination of the Contract and terminates it.

6. Place of Performance and environment requirements

- 6.1. The Place of Performance given in the Offer (or in the Order confirmation) shall be used to determine the Place of Performance. If it is not listed therein, the Place of Performance listed in the Order shall apply. If no Place of Performance is listed in either of these documents, the Place of Performance shall be the Provider's registered address, whereas the Client is required to provide the Provider with the Possibility of Remote Network Access so that the Provider can provide the Maintenance Service via remote access from its registered address.
- 6.2. The Equipment must be placed in suitable premises (suitable premises are premises that meet CSN for office premises, i.e. dust-free and a temperature between 14 and 25°C).
- 6.3. For the operation of all parts of the Equipment permanent, back-up power corresponding to the requirements specified in the Documentation must be provided. Similarly, its earthing must be ensured.
- 6.4. The Client is required, at its own cost, to provide the Provider with adequate working space near the Equipment. Such space must allow for appropriate working arrangements for testing purposes. If necessary, the Client shall also be required to provide adequate facilities for the storage and safekeeping of the Provider's items at a reasonable distance from the Equipment, if it is necessary for the performance of the Maintenance Service.

7. Terms and conditions of the Maintenance Service

- 7.1. The Provider's obligation to provide the Maintenance Service under the Contract is restricted by the following terms and conditions:
 - 7.1.1 the Provider shall provide the Maintenance Service under the Contract only for the Equipment and at the Place of Performance;
 - 7.1.2 the Provider does not have to provide the Maintenance Service for the agreed subscription price if the Client does not follow the instructions and procedures for the

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- use or maintenance of the Equipment set out in the Documentation, the update of the Documentation or the instructions given by the Provider or if the Maintenance Service is necessary due to an environment that does not comply with the conditions for operating the Equipment. The Provider also does not have to provide a Maintenance Service for the agreed subscription price that relates to changes in the Equipment or interference with the Equipment by the Client as part of its own modifications and configuration of the Equipment compared to the specifications in the Documentation;
- 7.1.3 the Provider does not have to provide the Maintenance Service for the agreed subscription price if the Client or any third party has interfered with the Equipment or adjusted it without the Provider's prior written consent or if the Client has used the Equipment with hardware and software other than that approved in writing for the use of the Equipment by the supplier of the Equipment or the Provider;
- 7.1.4 the Provider shall provide the Maintenance Service according to the rules defined by the Equipment manufacturer and this Maintenance Service can only be provided for the manufacturer's Equipment that is not designated as End of Live or End of Support and for which the Client has, through the Provider, the relevant paid service support (maintenance) from the manufacturer.
- 7.2. The Client shall inform the Provider (ServiceDesk) in writing electronically (web/email) and/or by phone of the occurrence of any defects immediately after discovering them.
- 7.3. The Client is first of all required to verify whether it is a Defect outside the Equipment. If the Defect demonstrably lies outside the Equipment and nevertheless the Provider is summoned, the Client shall be charged the cost of such service work according to the Provider's valid price list, separately.
- 7.4. The Client shall allow the Provider access to the Equipment in question if required by the Provider. The Client's employees authorised by the Client for the purposes of the Contract shall be equipped with keys or entry codes to enter the rooms where the Equipment is located and shall be available at the Provider's request during the Maintenance Service by the Provider. If the Provider is not allowed access to the Equipment, this shall be deemed a delay by the Client and the Provider shall not be required to fulfil its contractual obligations until it is allowed access to the Equipment.
- 7.5. The Client shall take all appropriate preventive measures intended to protect the Equipment, including regular backups to prevent losses, the destruction of programs, files or data. The Client shall be required to keep an up-to-date backup of the Equipment configuration for its renewal when replacing the Equipment.
- 7.6. The Client shall also be required to ensure that only authorised persons who have the professional competence to operate the Equipment have access to it.
- 7.7. The Provider shall be entitled to sub-contract any part or the entire scope of the Contract on the condition that it shall be liable for the Maintenance Service provided as if it had provided it itself.
- 7.8. The Client acknowledges that the Provider is not the creator of the software products that are used to provide the Maintenance Service or for which the Maintenance Service is provided, unless it is expressly stated otherwise. The Provider shall not be liable for failure to comply with the agreed service parameters (SLA) or for any damage, if the non-compliance with service parameters or damage is caused by the non-functioning or a malfunctioning of the software inconsistent with its technical specifications.
- 7.9. The Client shall furthermore be required to:
- 7.9.1 provide the Provider with all necessary cooperation and information for the provision of the Maintenance Service;
- 7.9.2 supply the Provider with all communication interfaces that the Provider requires in order to provide the Maintenance Service, with the exception of those that the Provider has at its own disposal or which the Provider has installed for the Client in order to provide the Maintenance Service;
- 7.9.3 ensure that all the Provider's information and materials which the Client has on its premises for the purpose of the Maintenance Services shall, under all circumstances, be protected against unauthorised access or use by a third party and against misuse, damage or destruction;
- 7.9.4 provide the Provider only with information that is accurate and complete;
- 7.9.5 if requested by the Provider, provide it with secure equipment at the Place of Performance in order to carry out the Maintenance Service and ensure that the Provider's equipment which is left with the Client to collect information shall be secured and protected against access and use by third parties;

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- 7.9.6 keep such records concerning the use and performance of the Equipment and its configuration which may be reasonably requested by the Provider and ensure that the Provider has access to such records whenever it requests them within a reasonable time;
- 7.9.7 perform backups and maintain a backup of all relevant software, for which the Client has a licence, including operating systems, stand-alone applications or configurations and, if requested by the Provider in order to provide Maintenance Service, make these backups available to the Provider.

8. Software and copyright protection

- 8.1. If the result of the Provider's Maintenance Service is work fulfilling the characteristics of a copyright work according to the Copyright Act (for example, a computer program created by the Provider), the Provider shall grant a non-exclusive and non-transferrable licence. The licence shall be granted for the entire duration of the property rights to the work. The licence shall be granted for the Czech Republic. The work may be copied and amended only for the Client's internal purposes. The Provider shall not provide the source code for a computer program that it has created. Other conditions of copyright protection shall be governed by applicable legislation.

9. Confidential information

- 9.1. The Contracting Parties shall be required to maintain the confidentiality of Confidential Information and to protect it against leakage. Neither Contracting Party is entitled to disclose Confidential Information to any third party without the prior written consent of the other Contracting Party, or to use this Confidential Information for any purposes other than the performance of the Contract. The Contracting Parties agree to maintain the confidentiality of Confidential Information at least to the same degree as they protect their own confidential information of a similar nature, but at least to the usual extent with regard to all circumstances.
- 9.2. The obligation according to paragraph 9.1 above does not apply to Confidential Information that:
 - 9.2.1 a Contracting Party had available before it was provided by the other Contracting Party;
 - 9.2.2 has become publicly known other than through a breach of the obligation to maintain confidentiality under the Contract;
 - 9.2.3 has been provided to a Contracting Party by a third party without a confidentiality obligation;
 - 9.2.4 has been independently developed by a Contracting Party;
 - 9.2.5 the party that gave access to the Confidential Information has given approval for it to be published.
- 9.3. The Contracting Parties shall be entitled to disclose Confidential Information (i) to legal, tax and accounting advisors if they are bound by confidentiality obligations at least to the extent of the obligations set out herein; (ii) to any person that forms a group with either Contracting Party, in order to inform them about the contents of this legal relationship, and only for the internal needs of the group members and on the condition that the group members treat the information that is handed over as if it were their own confidential information and maintain its confidentiality; (iii) in judicial or administrative proceedings to the extent necessary for the enforcement of claims under the Contract or in connection with it, (iv) if required by law or other legislation, or by a court or public authority, and (v) to subcontractors and representatives if they are bound by confidentiality at least to the extent specified in these Terms and Conditions.
- 9.4. The Contracting Parties hereby agree to maintain the confidentiality of the Confidential Information for the term of the Contract and also for a period of five (5) years after the termination of the Contract.
- 9.5. At the request of a Contracting Party that has provided Confidential Information, the other Contracting Party shall be required to return the information without delay or destroy it, including all copies, including electronic copies, regardless of the form in which it was provided.
- 9.6. The Contracting Parties agree that confidentiality does not apply to information about the existence of the Contract, including commercial references, i.e. using the other Contracting Party's business name, logo, the project name and general description of the Work in marketing and/or reference materials. The Client agrees that the performance of the Work under the Contract can be used as a public reference indicating the performance or subject of performance, trademarks and generally known facts. This consent is of unlimited duration and shall also remain valid after the termination of the Contract. The Provider shall also be entitled to include the Client in its list of references.

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9.7. The Contracting Parties hereby confirm that the Confidential Information shall be deemed a trade secret according to the terms of the Civil Code.

10. Liability for defects

10.1. The Provider's obligation to compensate the Client for damage caused by a breach of obligations arising from the Contract (including these Terms and Conditions) or the law is limited to an amount equal to the price of the Maintenance Service valid at the time the damage occurs for a period of six (6) months. This restriction also applies to non-pecuniary damages which the Provider might be obliged to pay by law and to compensation in special cases under Section 2920 et seq. of the Civil Code.

10.2. The Provider shall be exempt from the obligation to pay compensation and shall not be required to pay damages if it shows that the damage occurred due to (a) a Force Majeure Event, or (b) conduct by the Client or other third party beyond the Provider's control, or (c) a lack of cooperation from the Client.

10.3. The Provider shall not be liable and therefore shall not be obliged to compensate for (i) loss of profit, unrealised revenues, lost business opportunities, unrealised anticipated savings and/or loss of goodwill, loss of data or damage thereto, (ii) any accidental, subsequent or other indirect damages or losses. This restriction shall apply regardless of the form in which the claim is made, whether it be a claim based on an obligation to pay compensation due to a breach of law or a breach of contract, and regardless of whether the Provider was warned of the possibility of such damages or losses.

10.4. The above restrictions shall not apply to the obligation to (i) compensate for a loss on the death or injury of a person, or (ii) compensate for a loss caused intentionally or through gross neglect; or other obligation to compensate for a loss where the exclusion or restriction of this obligation would by law be invalid or unenforceable.

10.5. The Client and the Provider shall be required to mitigate or reduce the impact of any losses, damages, fines, costs, expenses (including legal expenses) or other obligations and liabilities that may arise due to any breach of law or the Contract.

11. Force Majeure

11.1. A Party affected by a Force Majeure Event shall not be in default of meeting its contractual obligations or otherwise responsible for any delay in meeting or the failure to meet its contractual obligations (with the exception of any payments under the Contract), if the delay in meeting or the failure to meet the obligation was as a direct consequence of the Force Majeure Event and provided that:

11.1.1 the Party affected by the Force Majeure Event has notified the other Contracting Party of the Force Majeure Event, its nature and probable duration, including its impact on the other Contracting Party, in writing and without undue delay;

11.1.2 the Party affected by the Force Majeure Event has taken all reasonable measures to mitigate the impact of the Force Majeure Event.

11.2. As soon as the Force Majeure Event ends, the Party affected by it shall immediately notify the other Contracting Party that the Force Majeure Event has ended and renew the fulfilment of its contractual obligations affected by the Force Majeure Event.

11.3. If a Force Majeure Event lasts for more than sixty (60) consecutive days and the fulfilment of contractual obligations is prevented/delayed for this period, the Party that is not affected by the Force Majeure Event shall (i) be entitled to terminate the Contract by written notice, which shall take effect on the delivery of notice to the other Contracting Party, and (ii) shall not be liable for damages that might arise in this context.

12. End of the Maintenance Service

12.1. The Contract may be terminated by (i) written agreement between the Contracting Parties, (ii) a withdrawal from the Contract

12.2. The Contracting Parties are entitled to withdraw from the Contract in the cases expressly specified in the Offer (or Order Confirmation) and in these Terms and Conditions. The option to withdraw from the Contract on the expiry in vain of an additional period to provide performance (Section 1978, paragraph 2 of the Civil Code) is expressly excluded. A withdrawal from the Contract must be made by the Parties explicitly, in a written withdrawal notice

12.3. The Contracting Parties are entitled to withdraw from the Contract in the event of a substantial breach of Contract by the other Contracting Party under the conditions below. The following are deemed a substantial breach of Contract:

12.3.1 a delay of more than sixty (60) days by the Provider in providing the Maintenance Service,

12.3.2 a delay of more than ten (10) days by the Client in payments under the Contract.

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- 12.4. Prior to a withdrawal due to a substantial breach of Contract, the Contracting Party that intends to withdraw from the Contract shall first be required to summon the other Contracting Party in writing to redress the situation and to give it a reasonable period to do so, which shall not be less than five (5) working days from the delivery of the summons. If the breach of Contract is not rectified even within this additional period, the Contracting Party shall be entitled to withdraw from the Contract by written notice, which shall come into effect as soon as it is delivered to the other Contracting Party.
- 12.5. If either Contracting Party is in non-substantial breach of Contract, where a non-substantial breach is any other breach of the Contract, with the exception of those specified in paragraph Error! Reference source not found. of the Contract, the other Contracting Party is entitled to summon the Party that is in breach of Contract, in writing, to fulfil its contractual obligations. If, within thirty (30) days of the delivery of this summons, the Contracting Party that has breached the Contract does not take satisfactory steps to redress the situation or if, within sixty (60) days of this summons or within any longer period agreed between the Contracting Parties, this Contracting Party does not correct the breach of contractual obligations, the other Contracting Party may withdraw from the Contract, without thereby depriving itself of any other rights or means of redress.
- 12.6. If a Contracting Party is bankrupt or if insolvency proceedings are initiated against a Contracting Party under Act No. 182/2006, on Bankruptcy and Settlement (the Insolvency Act), as amended, or if it is in liquidation or administration, or it is unable to meet its financial obligations, the other Contracting Party may withdraw from the Contract immediately.
- 12.7. A withdrawal from the Contract shall take effect on delivery of the written withdrawal notice to the other Contracting Party.
- 12.8. A withdrawal from the Contract is only possible with effects of the future (Section 2004, paragraph 3 of the Civil Code), i.e. the Contracting Parties' obligations under the Contract shall expire on the date the withdrawal comes into effect and the Contracting Parties are not required to return performance that has already been provided. The liable Contracting Party is obliged to pay issued invoices within fourteen (14) days of the delivery of a Contract withdrawal notice.
- 12.9. The Provider and the Client may terminate a Contract for a definite period by written notice, including without giving a reason, with a notice period of six (6) months. The notice period shall commence on the first day of the calendar month after notice is delivered to the other Contracting Party.
- 12.10. If part of the Contract is support (maintenance) by the Equipment manufacturer, the following provisions shall also apply: If the Contract is terminated by the Client or if the Provider withdraws from the Contract for a reason on the part of the Client, the Client shall be required to pay the Provider a supplement equal to the monthly price for the support (maintenance) by the Equipment manufacturer multiplied by the number of months remaining until the date up until which the support (maintenance) by the Equipment manufacturer is purchased by the Provider (but the price for 12 months at the most) (hereinafter referred to as the "Supplement"). The reason for the payment of the Supplement is that the support (maintenance) by the Equipment manufacturer can only be bought for at least a one-year period. The Supplement shall be payable on the basis of an invoice issued by the Provider together with the last invoicing for the Maintenance Service under the Contract.

13. Final provisions

- 13.1. These Terms and Conditions are binding for the contractual relations on the provision of Maintenance Service by NTT Czech Republic s.r.o. goods, as of their date of publication.
- 13.2. The Contract (including these Terms and Conditions) shall be governed by and interpreted according to Czech law. In interpreting the Contract (including these Terms and Conditions) the provisions of the law shall take precedence over trade practices maintained generally and in the specific sector.
- 13.3. The Parties agree to take every effort to settle amicably any and all disputes arising from the Contract or in connection with it (including the provisions of these Terms and Conditions). Disputes that cannot be settled amicably shall be resolved by the Court of Arbitration attached to the Commerce Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with the Court of Arbitration's Rules. The arbitration tribunal shall comprise three arbitrators and its award shall be final and binding. The arbitration proceedings shall be held in Prague, the Czech Republic, and shall be conducted in Czech.
- 13.4. All official notices, requests or communications between the Contracting Parties concerning the Contract shall be made in writing in Czech and sent by letter signed by the Contracting Party's authorised representative or by e-mail, which shall be confirmed immediately by letter. All notices shall be deemed validly delivered on the third working day after sending, if they are sent by registered post to the Contracting Party's registered address.

General terms and conditions for the provision of maintenance service

- 13.5. Any change to the provisions and terms of the Contract must be made in writing.
- 13.6. Neither Contracting Party shall be entitled to assign its claims under the Contract concluded in accordance with these Terms and Conditions, or allow the assumption of a debt by a third party, or transfer its rights and obligations under the Contract (assign the Contract) without the other Contracting Party's prior written consent. Any assignments or transfers made without the other Contracting Party's prior consent shall be deemed invalid and ineffective towards the other Contracting Party. This provision shall not be interpreted in such a way that the Provider is not entitled to use a subcontractor to fulfil its obligation. The Provider shall also be entitled to assign the Contract to another entity in the *NTT* Group (Concern).
- 13.7. Under the terms of Section 630 of the Civil Code the Contracting Parties agree on a ten-year limitation period for financial obligations arising under the Contract.

These Terms and Conditions are valid and effective from 1 November 2019.