



**NTT**

## **General terms and conditions for the provision of Services**

**NTT Czech Republic s.r.o.**

**01 September 2022**



## General terms and conditions for the provision of Services

### 1. Introductory provisions

The provisions of these general terms and conditions for the provision of Services (hereinafter referred to as the **"Terms and Conditions"**) are valid for the provision of Services 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 Services (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 **"Affiliate"** means a legal entity that controls, is controlled by, or that is under common control with either Client or Provider. For purposes of this definition, 'control' means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.
- 2.2 **"Civil Code"** means Act No. 89/2012 Coll. (the Civil Code), as amended.
- 2.3 **"Copyright Act"** means Act No. 121/2000 Coll., the Copyright Act, as amended.
- 2.4 **"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 Services.
- 2.5 **"Confidential Information"** means any information that is disclosed by or on behalf of one party to the Contract (the **"Discloser"**) to the other party (**"Recipient"**) 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 Parties' activities, business activities and the way in which they do business, information about the 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. The definition of Confidential Information under these Terms and Conditions expressly excludes Personal Data of the parties and their representatives, which will be treated more specifically in accordance with the terms of clause 12 below.
- 2.6 **"Contract"** means the contract for the provision of Services 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).
- 2.7 **"Defect"** means the Equipment's failure to work according to the Documentation.
- 2.8 **"Equipment"** means hardware or Software, for which the Services 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.**3.6 hereof).
- 2.9 **"Force Majeure Event"** means an obstacle that temporarily or permanently prevents a 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, epidemic, quarantine, and/or conduct or constraints by the government, including the imposition of restrictions or embargoes on imports exports. Force Majeure Event shall also include unexpected delays of Provider's suppliers, that cannot be influenced by the Provider.
- 2.10 **"Intellectual Property Rights"** mean any of the following rights anywhere in the world, whether registered or unregistered: trade secrets, patents and application for patents, trademark rights, service mark rights and domain name rights and applications for the same, rights in unregistered trademarks and rights in trade names and business names, copyright (including copyright in



## General terms and conditions for the provision of Services

- software and databases), database rights, rights in designs and rights in inventions, and any rights of similar effect or nature as any of the foregoing.
- 2.11 “**NTT Material**” means (a) the Services and associated Documentation (but expressly excluding any Third-Party Services and associated Documentation); (b) equipment (including associated firmware, software, parts and components) leased, rented, or licensed by or on behalf of the Provider in order for Client to receive and use any Services, regardless of physical location; (c) know-how, methodologies, processes, and/or Intellectual Property Rights used by the Provider to provide any Services; (d) all materials, software, data, and information provided by the Provider under the Contract, including any identifiers, passcodes, or access keys used to access the Services; and (e) any modifications, upgrades, derivative works, and improvements to any of the foregoing.
- 2.12 “**OEM**” means the original equipment manufacturer of a relevant product.
- 2.13 “**Offer**” means the Provider’s offer to provide the Services.
- 2.14 “**Order**” means the Client’s binding written request for the performance of the Services, 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).
- 2.15 “**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).
- 2.16 “**Personal Data**” have the meaning ascribed to it in the Regulation of European Parliament and Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 2.17 “**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.
- 2.18 “**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.
- 2.19 “**Privacy Statement**” means the then-current privacy statement describing Provider’s treatment of Personal Data in its general business administration, management, and operations, which is made available at <https://services.global.ntt/en-us/legal/privacy-statement> (or successor site) and as may be updated by the Provider (or its parent company) from time-to-time (effective upon publication).
- 2.20 “**ServiceDesk**” means the contact point operated by the Provider, via which the Provider receives requests from the Client for Services according to the Contract.
- 2.21 “**Services**” means maintenance and technical services provided by the Provider as specified in the Offer.
- 2.22 “**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.
- 2.23 “**Third-Party Services**” mean, as procured through the Provider, services provisioned directly from a third-party service provider (other than as a subcontractor of the Provider) for Client’s access and use, as set out more particularly in the Offer and subject to any applicable third-party terms.

### 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.
- 3.2 The Client’s Order made out on the basis of the Provider’s Offer must be in the following form: (i) the original written Order delivered to the Provider, for example by post or in person, (ii) a PDF, html or another form of a document that has been delivered to the Provider as an email attachment or otherwise electronically, (iii) the Client’s e-mail accepting the Provider’s Offer with an express



## General terms and conditions for the provision of Services

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/or subject of the Order / price of the Order). The Order must always (with the exception of the case in point (ii) and (iii) 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.

- 3.3 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 Services according to the Provider's list of Services,
  - total price of the Order;
  - signature of the Client's authorised representative (if appropriate, also the company stamp), with the exception of paragraph 3.2 above.
- 3.4 The Client's Order shall also be deemed sufficient if it does not contain the information according to letters d), and e), 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 regarding the duration of the Services and/or the Place of Performance 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 Services.
- 3.5 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).
- 3.6 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 Services 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.
- 3.7 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 above). If the Order does not match the Offer, the procedure specified in paragraph 3.6 above shall apply.
- 3.8 For the purpose of concluding a Contract an email shall be deemed delivered as soon as it is received by the other Party's email server according to the email system records of the Party that has sent the email; an email may be sent to any email address of the other Party listed in the Offer or Order or otherwise given to the other Party on concluding the specific business case.
- 3.9 The subject-matter of a Contract concluded in the above manner is the Provider's commitment to provide the Client with the Services 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 Services, 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 Services. The binding price of the Services is specified in the Offer (or in the Order Confirmation, if sent in accordance with paragraph 3.6 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



## General terms and conditions for the provision of Services

- 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 Services 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 Services 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 Services from the date stipulated in the Provider's written notification.
- 4.7 The price of the Services covers the extent of the 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;
  - 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 Services 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 Services until the date on which the entire amount owed, including default interest, is credited to the Provider's account.
- 4.12 The 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 Services

- 5.1 The Provider shall start providing the Services on the date specified in the Offer, or the Order Confirmation if sent according to paragraph 3.6 hereof. If no such date is specified in the Offer or Order Confirmation, the Services 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 Services 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.



## General terms and conditions for the provision of Services

- 5.2 The Contract is concluded for the period specified in the Offer, or the Order Confirmation if sent according to paragraph 3.6 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 Parties notifies the other 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.
- 5.4 If credit of prepaid service hours (MDs) for works connected to requests for configuration changes, settings optimisation or consultation services (Uptime MACD) is part of the Services under the Contract, and unless agreed otherwise, this credit of prepaid service hours is not transferrable unlimitedly between the terms of the Contract and the Client can use them within twelve months, as of the day when the Client got the right to use them under the Contract, at the maximum, but always only within the term of the Contract, on basis of which the right to use the credit is established. For the avoidance of any doubts, prolongation of the Contract for another period is considered as new term of the Contract, and not used credit of prepaid hours (MDs) from the previous term shall not be transferred.

## 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 Services 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 Services.

## 7. Terms and conditions of the Services

- 7.1 The Provider's obligation to provide the Services under the Contract is restricted by the following terms and conditions:
  - 7.1.1 the Provider shall provide the Services under the Contract only for the Equipment and at the Place of Performance;
  - 7.1.2 the Provider does not have to provide the Services for the agreed subscription price if the Client does not follow the instructions and procedures for the 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 Services 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 Services 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 Services 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 Services according to the rules defined by the Equipment manufacturer and this Services can only be provided for the manufacturer's Equipment





## General terms and conditions for the provision of Services

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 Services 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 Services 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 Services or for which the Services 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 Services;
  - 7.9.2 supply the Provider with all communication interfaces that the Provider requires in order to provide the Services, 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 Services;
  - 7.9.3 ensure that all the Provider's information and materials which the Client has on its premises for the purpose of the 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 Services 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;
  - 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 license, including operating systems, stand-alone applications or configurations and, if requested by the Provider in order to provide Services, make these backups available to the Provider.

## 8. Software and Intellectual Property protection

- 8.1 If the result of the Provider's Services 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



## General terms and conditions for the provision of Services

- 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.
- 8.2 Unless expressly stated otherwise in the Contract (or these Terms and Conditions), no Intellectual Property Rights are intended to be transferred under the Contract. Except for those rights expressly granted in the Contract, all rights, title, and interest (including Intellectual Property Rights) in any NTT Material remains vested in Provider (or its Affiliates) or, in the case of Equipment or Third-Party Services, the relevant third-party OEM, licensor, or service provider (as applicable).
- 8.3 In the event Client elects to communicate to the Provider any suggestions for improvement to any NTT Material, NTT will, to the extent permitted by applicable laws, be entitled to use such suggestions without restriction or compensation to Client.

### 9. Confidential information

- 9.1 The Parties shall be required to maintain the confidentiality of Confidential Information and to protect it against disclosure. Neither Party is entitled to disclose Confidential Information to any third party without the prior written consent of the Discloser, or to use this Confidential Information for any purposes other than the performance of the Contract. The 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 Recipient had available before it was provided by the other 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 Recipient by a third party without a confidentiality obligation;
  - 9.2.4 has been independently developed by a Recipient;
  - 9.2.5 the Discloser has given approval for it to be published.
- 9.3 The Recipient shall be entitled to disclose the Confidential Information to Recipient's (or, if applicable, Recipient's Affiliates') directors, officers, professional advisors, employees, Providers, and, in the case of the Provider as Recipient, to any relevant subcontractor or third-party OEM, licensor, or service provider used in the performance or administration of the Agreement, on a need-to-know basis only and subject to sufficient obligations of confidentiality with such parties (and Recipient will remain fully liable for a breach of this clause 9 by any entity or individual to which it transfers the Confidential Information as set out herein).
- 9.4 Recipient may disclose Discloser's Confidential Information to the extent required by law or any governmental or other regulatory authority (including by a court or other authority of competent jurisdiction) (the "**Disclosure Order**"), provided that:
- 9.4.1 Recipient's disclosure of such Confidential Information is limited to the minimum amount necessary to comply; and
  - 9.4.2 to the extent permitted by law, the Recipient:
    - (i) gives the Discloser prior written notice of the Disclosure Order as soon as practicable;
    - (ii) provides the Discloser with a reasonable opportunity to make representations to the relevant authority to oppose the Disclosure Order; and
    - (iii) reasonably cooperates with Discloser to oppose or limit the Disclosure Order or otherwise obtain the maximum possible continuing protection for such Confidential Information.
- 9.5 Upon termination of the Contract, Recipient will promptly return or destroy (as reasonably directed by the Discloser) any Confidential Information in its possession, provided that nothing in this clause obliges either party to return or destroy any document or information incorporated into or annexed to anything that:
- 9.5.1 must be retained for compliance purposes (including any accounting standard or the rules of any stock exchange) or as required by Applicable Laws; or
  - 9.5.2 is contained in backups or other systems such that the information cannot be reasonably and practicably located and deleted.
- 9.6 These confidentiality obligations will remain valid for a period of 3 years after the expiry or termination of the Agreement, provided that such obligations will continue:





## General terms and conditions for the provision of Services

- 9.6.1 in respect of any Confidential Information retained pursuant to clause 9.5 above, for as long as such information remains in the possession of Recipient; and
- 9.6.2 in respect of any Confidential Information constituting a trade secret, in perpetuity.
- 9.7 ProviderThe Parties agree that confidentiality does not apply to information about the existence of the Contract, including commercial references, i.e. using the other 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.

### 10. Liability

- 10.1 The Provider's liability to 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 Services 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, revenues and income, (ii) loss of use or business interruption (iii), lost business opportunities, unrealised anticipated savings and/or loss of goodwill, reputation,(iv) loss or corruption of data, and/or (V) 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 negligence; 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 Party of the Force Majeure Event, its nature and probable duration, including its impact on the other 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 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 Party, and (ii) shall not be liable for damages that might arise in this context.



## General terms and conditions for the provision of Services

### 12. Personal Data Protection

- 12.1 Client acknowledges and accepts, without the need for further notification or consent (unless required by applicable laws), that the Provider may transfer (both domestically and cross-border) and disclose Client's customer relationship management ("CRM") and other business administration data (including contact information for relevant Client personnel, User credentials, etc.) to Provider's (and its Affiliates') personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of servicing the accounts with Client and otherwise administering the performance of this Contract. Provider will process and maintain such CRM and other business administration data, including any Personal Data contained therein, in accordance with its Privacy Statement and applicable laws, provided that Client remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 10.1.
- 12.2 To the extent Provider's provision of any Services under the Contract contemplates the processing of Personal Data on behalf of Client, the data processing agreement in the wording at this link: <https://services.global.ntt/en-us/legal/data-privacy-and-protection> (the "DPA") shall apply. The parties' respective rights and obligations in relation to any such Personal Data processing will be governed by the DPA, which is hereby incorporated into this Terms and Conditions, and by submitting an Order the Client accepts also conditions of this DPA.
- 12.3 The Client can process as a controller personal data of persons representing the Provider, i.e. its employees, statutory representatives, subcontractors, agents, contractors or other persons (the "Provider's Personal Data"). The Client can process Provider's Personal Data only for the purposes related to the conclusion and performance of the Contract, including in connection to access of employees and subcontractors of the Provider into the internal systems of the Client. Provider's Personal Data can include especially contact data, such as name and surname, email address, telephone number, job title, or IP address. The Client shall secure that it has legitimate grounds or lawful basis to process the Provider's Personal Data according to the applicable laws on personal data protection.
- 12.4 When processing Provider's Personal Data according to previous section, the Client shall comply with all applicable laws on personal data protection. The Client undertakes to have all necessary technical and organizational security measures in place to secure that processing of Provider's Personal Data is performed in compliance with applicable laws and to prevent disclosure or accidental loss of the Provider's Personal Data. The Client must make available all information necessary to demonstrate compliance with laws on personal data protection to the Provider on request. The Client must also permit and contribute to audits, including inspections, by the Provider or an auditor mandated by the Provider in relation to the processing of Provider's Personal Data. The Contactor reserves the right to terminate sharing the Provider's Personal Data where it considers that the Client is not processing the Provider's Personal Data in accordance with this Contract or applicable data protection laws. The Client must not retain or process Provider's Personal Data for longer than is necessary to carry out the agreed purpose. The Client shall not transfer the Provider's Personal Data to third parties, or process them outside the European Union, United Kingdom or Switzerland, or a state for which an adequacy decision has been issued by the European Commission. In the event there is a personal data breach of the Provider's Personal Data, the Client must immediately notify the Provider in writing with available details regarding the breach.

### 13. Termination of the Contract

- 13.1 The Contract may be terminated by (i) written agreement between the Parties, (ii) a withdrawal from the Contract
- 13.2 The 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
- 13.3 The Parties are entitled to withdraw from the Contract in the event of a substantial breach of Contract by the other Party under the conditions below. The following are deemed a substantial breach of Contract:
- 13.3.1 a delay of more than sixty (60) days by the Provider in providing the Services,
  - 13.3.2 a delay of more than ten (10) days by the Client in payments under the Contract.



## General terms and conditions for the provision of Services

- 13.4 Prior to a withdrawal due to a substantial breach of Contract, the Party that intends to withdraw from the Contract shall first be required to summon the other 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 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 Party.
- 13.5 If either 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 13.3 of the Contract, the other 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 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 Parties, this Party does not correct the breach of contractual obligations, the other Party may withdraw from the Contract, without thereby depriving itself of any other rights or means of redress.
- 13.6 If a Party is bankrupt or if insolvency proceedings are initiated against a Party under Act No. 182/2006, on Bankruptcy and Settlement (the Insolvency Act), as amended, or if it is in liquidation or administration, or if it is unable to meet its financial obligations, the other Party may withdraw from the Contract immediately.
- 13.7 A withdrawal from the Contract shall take effect on delivery of the written withdrawal notice to the other Party.
- 13.8 A withdrawal from the Contract is only possible with effects of the future (Section 2004, paragraph 3 of the Civil Code), i.e. the Parties' obligations under the Contract shall expire on the date the withdrawal comes into effect and the Parties are not required to return performance that has already been provided. The liable Party is obliged to pay issued invoices within fourteen (14) days of the delivery of a Contract withdrawal notice.
- 13.9 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 Party.
- 13.10 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 Services under the Contract.

## 14. Final provisions

- 14.1 These Terms and Conditions are binding for the contractual relations on the provision of Services by NTT Czech Republic s.r.o., as of their date of publication.
- 14.2 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.
- 14.3 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.
- 14.4 All official notices, requests or communications between the Parties concerning the Contract shall be made in writing in Czech and sent by letter signed by the 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 Party's registered address.
- 14.5 Any change to the provisions and terms of the Contract must be made in writing.



## General terms and conditions for the provision of Services

- 14.6 Neither 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 Party's prior written consent. Any assignments or transfers made without the other Party's prior consent shall be deemed invalid and ineffective towards the other 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 NTT Affiliate.
- 14.7 Under the terms of Section 630 of the Civil Code the 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 September 2022.