

# THE TERMS AND CONDITIONS FOR THE CONTRACT ON BUSINESS SOLUTION

(hereinafter “Business Solution Conditions”) of T-Mobile Czech Republic a.s. with registered address in Tomičkova 2144/1, 14800 Prague 4, Company Id. No. 649 49 681, entered in the trade register administered by the Municipal Court in Prague, file no. B.3787

## 1. SUBJECT OF THE TERMS AND CONDITIONS FOR THE CONTRACT ON BUSINESS SOLUTION

1.1. These Terms and Conditions for the Contract on Business Solution (hereinafter “Business Solution Conditions”) specify additional rights and obligations of Contractual Parties of the Contract on Business Solution (hereinafter the “Contract”), as well as rights and obligations of Authorized Persons during the provision and use of Services. Business Solution Conditions form an integral part of the Contract. Business Solution Conditions also govern the obligations of the Contractual Parties of other contracts than the Contract on Business Solution, if specified in the given contract, whereas in such case the Contractual Partner refers to the recipient and TMCZ to the provider of the performance as per this specific contract and Services refer to the performance provided by TMCZ.

## 2. DEFINITIONS AND ABBREVIATIONS

2.1. Definitions and abbreviations used in the Contract have the same meaning in these Business Solution Conditions and in other Contractual Documents, unless specified explicitly otherwise. The following definitions are used:

Service Pricelist refers to a document containing prices of Services and other conditions, published in relation to a specific Service at [www.t-mobile.cz](http://www.t-mobile.cz), or specified otherwise in accordance with Contractual Documents. The Service Pricelist also refers to a price program.

Price is the price for provision of Services. Price may be determined either as a nominal value or a percentage discount from the Price stated in the Service Pricelist.

Agreement on Price Conditions refers to a contractual document concluded between the Contractual Parties, in which the parties negotiate namely price conditions but also other conditions for provision of Services that are then provided on the basis of concluded Subscriber Contract or Service Specifications. Upon its conclusion, the Agreement on Price Conditions becomes an integral part of the Contract.

Contact Person is the person specified in the Contract, whose rights are specified in the Contract. Contact Persons may be changed by a unilateral notification demonstrably sent to the other Contractual Party, whereas this change enters into force as of the notification delivery. Contact Persons listed in the Specification of Service Description are person appointed to ensure physical access for purposes of establishment or change of Services and for physical acceptance of Services, unless specified otherwise.

Location of the Contractual Partner refers to the location agreed in the Service Specification or a different Contractual Document where Services will be provided by TMCZ and used by the Contractual Partner.

Service Description refers to a contractual document containing description of the Service provided to the Contractual Partner on the basis of the Service Specification or the Subscriber Contract. Regardless of the identification, Service Description always refers also to the terms and conditions containing the description and conditions for provision of the given Service. Service Description is available at [www.t-mobile.cz](http://www.t-mobile.cz). By concluding the Service Specification, the relevant Service Description related to the given Service Specification become part of the given Service Specification.

Defect refers to a state that prevents use of the Service in the usual way due to non-compliance with agreed parameters of the Service by TMCZ.

Connection refers to direct connection of the relevant Device of the Contractual Partner to the TMCZ network.

Service request is a request for removal of a Defect of the Service. Unless agreed otherwise, the Service request must always contain a clear and unambiguous identification of the Contractual Partner, type and identification of the Service in relation to the Defect, description of the Defect, identification and contact data of the person reporting the Defect and other information necessary for removal of the Defect available to the Contractual Partner. Unless explicitly agreed otherwise, the Service request is exchanged between Contact Persons defined in the Contract.

SLA refers to an additional service to Services whose provision may be agreed between the Contractual Parties in the Service Specification or in another document. SLA includes provisions on the quality, level and availability of provided Services and on the consequences of non-compliance with the quality, level or availability of Services.

Contractual Partner refers to the Contractual Party as defined in the Contract. The Contractual Partner may also be referred to as the Subscriber or the Interested Party.

Service Specification is a contractual document concluded between the Contractual Parties used as the basis for establishment of the Service and which contains specification of the Service that is to be provided from TMCZ to the Contractual Partner. Upon its conclusion, the Service Specification becomes an integral part of the Contract. Service Specification usually contains Service parameters, Service price, Minimum Term of Service, date of establishment of the Service, etc. One Service Specification may be concluded for one Service or more Services, whereas if the Service Specification is concluded for more services, then the Service Specification cannot be terminated partially only in relation to one of the Services. Within one document named as Service Specification the Contractual Parties can conclude more individual Service Specifications (hereinafter also as “Aggregate Service Specification”). If this is the case, than each individual Service Specification within the Aggregate Service Specification is defined by its individual number and version (and usually also by individual Locality of Service provision), and each individual Service Specification concluded within the Aggregate Service Specification is considered as individual and standalone Service Specification on the individual and standalone Contractual Document. Each individual Service Specification concluded within the Aggregate Service Specification can be consequently changed or terminated separately (e.g. by individual written termination notice concerning the respective Service Specification, by individual Change Service Specification or by agreement of the Contractual Parties). For the case of termination of the whole Aggregate Service Specification, all the individual Service Specifications concluded within the respective Aggregate Service Specification shall be terminated.

System is the functional connection of individual Devices; unless specified otherwise, the provision of these Business Solution Conditions related to the Device shall also be applied to the whole System.

TMCZ refers to T-Mobile Czech Republic a.s., also referred to as the Provider or Operator in Contractual Documents.

Subscriber Contract refers to a contractual document concluded between the Contractual Parties, on the basis of which Subscriber Services are provided.

Device refers to an individual piece of hardware (movable item) that may also include software necessary for use of the Device.

Change Service Specification refers to Service Specification that changes the Service.

Change request is a request for change of the Service. Unless agreed otherwise, the Change request must always contain a clear and unambiguous identification of the Contractual Partner, type and identification of the Service in relation to the change, description of the change, identification and contact data of the person requesting the change and other information necessary for realization of the change available to the Contractual Partner. Unless explicitly agreed otherwise, the Change request is exchanged between Contact Persons defined in the Contract.

## 3. PROHIBITION OF RESALE

3.1. The Contract does not constitute a contract governing and allowing connection as per § 80 and following of Act No. 127/2005 Coll., on Electronic Communications, as amended, and the Contractual Partner, or the Authorized Person, are therefore not authorized to publicly offer or enable third parties the connection of two public electronic communication networks via the Connection or Services for purposes of mutual cooperation, or to offer or allow third parties to use the Services. An exception from the above applies to employees of the Contractual Partner or the Authorized Person or third person that, based on agreements with the Contractual Partner, provide relevant additional services in buildings in which the Contractual Partner has its headquarters (e.g., catering services, security, etc.) or that use the corresponding premises in the given building and are therefore connected to Devices of the Contractual Partner (hereinafter “Users”). The Contractual Partner is authorized to allow Users to use the Service under the same conditions that apply to the Contractual Partner as per the Contract, without any added value.

## 4. CONCLUSION AND CHANGES OF SERVICE SPECIFICATION AND AGREEMENTS ON PRICE CONDITIONS

4.1. Service Specification or Agreement on Price Conditions are concluded or changed in writing by a written document signed by both Contractual Parties.

4.2. Conclusion or change of Service Specification or Agreement on Price Conditions can also be done via the phone or using the web portal of TMCZ, but only in



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the scope allowed currently by TMCZ for the phone communication or web portal or via Contact Persons in accordance with the Contract. The Contractual Partner does not have a legal claim to conclusion or change of Contractual Document via the phone or the web portal.

4.3. Change of the Service Specification or change of other Service configuration may also be done using a change form available at [www.t-mobile.cz](http://www.t-mobile.cz) (hereinafter the “Change Form”), using the procedure specified in this paragraph. The Contractual Partner is authorized to request change of the Services via a properly completed and signed Change Form, delivered to TMCZ either as a signed scan of the Change Form via e-mail or in paper form via Contact Persons specified in the Contract. Change of the Services as per this paragraph may be requested by the Contractual Partner only in the scope currently allowed by the Change Form. There is no legal claim to a change of the Services via the Change Form and TMCZ is not required to meet the request for change. If the change of Services required by the Contractual Partner via the Change Form is feasible and TMCZ decides to meet the change request, then the change of Services requested by the Contractual Partner via the Change Form is realized, whereas the moment of realization of the change of Service shall be considered the moment of acceptance of the request for the given change of Services by TMCZ. TMCZ is not required to inform the Contractual Partner about the performed change. If the change of Services requested by the Contractual Partner via the Change Form results in increase of the price of the given Service, of if the change is associated with payment of a one-off price, TMCZ is authorized to charge this price to the Contractual Partner within the statements of account following after the realization of the change of Services in accordance with the valid Pricelist.

4.4. In case of conclusion or change of the Service Specification or Agreement on Price Conditions via the web (customer) portal, the following rules shall apply:

- a) TMCZ shall provide the Contractual Partner with a login and password for the web portal.
- b) The Contractual Partner is fully responsible for ensuring that the access data to the web portal are provided only to persons authorized to conclude or change Service Specifications or Agreements on Price Conditions or other conditions of the Service.
- c) In case of a suspicion of misuse of access data, the Contractual Partner shall immediately inform TMCZ, whereas after this notification TMCZ shall change the access data and send them to the Contractual Partner or to the specified Contact Person. Until notification of the suspected misuse TMCZ is not responsible for consequences of the misuse of access data.
- d) The Contractual Partner shall protect their access data obtained from TMCZ. Activities performed using access data of the Contractual Partner shall be considered activities performed by the Contractual Partner or their authorized administrator and the Contractual Partner shall be fully responsible for these activities.

Other conditions for use of the web portal may be specified on the given portal, whereas the Contractual Partner commits to study these conditions and comply with them.

## 5. ESTABLISHMENT OR CHANGE OF SERVICES

5.1. The Service is changed or established on the basis of the corresponding Service Specification or Change Service Specification and in deadlines specified therein.

5.2. TMCZ shall inform the Contractual Partner about readiness of the Service for testing, establishment or change or protocol acceptance of the Service, whereas the Contractual Partner shall provide all necessary cooperation to TMCZ for proper testing, establishment or change of the Service, or its protocol acceptance. Within the cooperation the Contractual Partner shall also ensure re-programming of PBX. Unless explicitly agreed between the Contractual Parties, that TMCZ is within the Service obliged to secure PBX and related communication infrastructure, the Contractual Partner is solely responsible for security of PBX and related communication infrastructure so that it is prevented before the abuse (e.g. attack).

5.3. After the Service is established, contact persons of the Contractual Partner and TMCZ shall verify the functionality of the Service and sign the acceptance (delivery) protocol for the Service (unless a different procedure is specified explicitly in the Service Description). The Service is established or changed as of the date specified in the signed acceptance (delivery) protocol of the Service or as of the written notification of TMCZ of the Service establishment or change or first use of the Services, whichever

comes first.

5.4. The Contractual Partner is obliged to pay all costs of TMCZ connected with the establishment or change of the Service that incurred to TMCZ due to the fact that the Contractual Partner did not meet the conditions for Service establishment or change.

5.5. TMCZ is authorized not to establish or change the Service, namely if the Contractual Partner intentionally provided untruthful personal and identification data or is/has been frequently in delay with payment or did not pay the charged price of the Service or if the establishment or change of the Service is technically not possible or if the Contractual Partner tries to circumvent certain provisions of the Contract by this change or if the required change would circumvent consequences connected with premature termination of the Contract.

5.6. If the establishment, change or repair of the Service or similar activity can be performed by TMCZ using remote access, the Contractual Partner shall ensure such remote access to TMCZ at their own expense in the agreed time.

## 6. RIGHTS AND OBLIGATIONS OF CONTRACTUAL PARTIES

6.1. TMCZ shall provide Services in compliance with the Contractual Documents, namely with these Business Solution Conditions, Contract, Service Specification, Service Description, Agreement on Price Conditions and possibly the Subscriber Contract related to the Subscriber services.

6.2. The Contractual Partner agrees that TMCZ verifies the solvency of the Contractual Partner, e.g., via the SOLUS register of debtors.

6.3. The Contractual Parties agreed that each of the parties is authorized to unilaterally change their data in the Contract header via a registered letter sent to the Contact Person of the other party, whereas this change enters into effect on the first business day following the delivery of the notification to the other Contractual Party. The above specified procedure can also be used by TMCZ to change the Contract number. These changes do not require conclusion of a written supplement to the Contract.

6.4. The Contractual Partner is required to use Service only in compliance with relevant legal regulations and Contractual Documents, namely with the relevant Contract, Service Specification, these Business Solution Conditions, operation regulations, Service Description, Pricelists and written manuals and instructions by TMCZ. The Contractual Partner is responsible for all activities realized via the Services or within the use of the Services.

6.5. The Contractual Partner commits not to use the Service in conflict with binding legal regulations or in conflict with good manners and not to misuse the connection to the communication network. The Contractual Partner commits to refrain namely from:

- a) supporting or enabling any illegal activity or participation in these activities, including enabling their transfer;
- b) communication violating the rights for protection of personality, spreading slander, spreading computer viruses or violation of ownership rights or copyright;
- c) breaching security of the System or network in an attempt to obtain unauthorized access;
- d) unauthorized use of data, Systems and the network or unauthorized attempts, testing or investigation of vulnerability of the Systems or networks;
- e) breach of the security and verification procedure without explicit consent of the System or network owner;
- f) intervening with services provided to other Contractual Partners, intrusion to host Systems or networks (e.g., by overloading with data - mailbombing - or by wanton attempts to overload the system) or other forms of interference with sinister motives;
- g) sending of unsolicited e-mails and posting on discussion forums in conflict with rules of the given discussion group; violation of principles of civil cohabitation or generation of artificial traffic using traffic generators, automatic dialling or other devices and other means of excessive increase of operation or operation concentration using the branch exchange device or GMS gateway;
- h) making malicious or harassing calls;
- i) placing data on hardware or software within the Service that would threaten national security or other public interests or are in conflict with good manners,



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customs or principles of fair trade or are otherwise in conflict with generally binding legal regulations, standards of the European Union or international treaties binding for the Czech Republic or in conflict with conditions of the Contract;

- j) spreading of illegal content, namely information containing any form of violence or other information in conflict with good manners;
- k) use of illegal or licensed software;
- l) sending of unsolicited information (spam);
- m) use of the Service in a way that endangers, limits or attacks another server/service, disturbs third parties or that could infringe upon their rights, e.g., attacking other servers/services or other devices (DoS);
- n) spreading of viruses, worms, trojan horses or spoofing of IP or ARP addresses;
- o) operating public software for sharing of P2P data or sharing of data within P2P networks.

6.6. The Contractual Partner is required to use Services only in compliance with the Contract and using only Devices approved and certified for operation in the location of the Service provision and to ensure that the Device of TMCZ is not damaged. The Contractual Partner is responsible for damage caused to TMCZ or third parties by use of the Device connected by the Contractual Partner to the Device of TMCZ.

6.7. The Contractual Partner shall protect their authentication key and security access code obtained from TMCZ. Activities performed using the codes of the Contractual Partner shall be considered activities performed by the Contractual Partner or their authorized administrator and the Contractual Partner shall be fully responsible for these activities.

6.8. The Contractual Partner is required to inform TMCZ in advance about changes of identification and invoicing data.

6.9. For the duration of the Service, the Contractual Partner is not allowed to terminate subscription on the basis of which another provider provides phone service to the Contractual Partner that is necessary for provision of the given Service by TMCZ. For the duration of the Service, the Contractual Partner is also not allowed without the consent of TMCZ to change the conditions of subscription on the basis of which another provider provides phone service to the Contractual Partner that is necessary for provision of the Service by TMCZ. TMCZ may consent to the change of subscription conditions of the Contractual Partner only if it is clearly documented to TMCZ that TMCZ will be able to continue providing Services with the same parameters per the Contract to the Contractual Partner after this change of subscription conditions (i.e., that the Service will not be terminated or that the parameters of the Service will not change).

6.10. Before establishing the Service the Contractual Partner is required to conclude an insurance contract for all Devices received within the Service from TMCZ (or their subsupplier) and to maintain the contract valid for the whole duration of use of the Device by the Contractual Partner; in case of damage of the Device this insurance shall cover the damage of TMCZ.

6.11. In case of a suspicion of breach of any of the obligations of the Contractual Partner specified in Contractual Documents, operation rules or legal regulations, TMCZ is authorized to carry out an inspection of data on the server, of the software or use of the Service by the Contractual Partner, whereas the Contractual Partner is required to accept this inspection and provide all necessary cooperation. TMCZ is also authorized to interrupt or limit the operation of the server or provision of the Service at any time without informing the Contractual Partner in advance if it is discovered that the Contractual Partner breached legal regulations or obligations stipulated in Contractual Documents. TMCZ shall inform the Contractual Partner about the limitation of server operation or interruption of Service provision without any unnecessary delay.

6.12. TMCZ is also authorized to run antispam and antivirus tests on mail, sms and mms servers of TMCZ in the ICT area in order to protect resources of the communication network or to protect TMCZ, third parties and other Contractual Partner or users of Services; these tests shall be carried out in the usually way and in compliance with all generally binding legal regulations, namely adhering to confidentiality of communications. If TMCZ evaluates a specific e-mail or group of e-mails as spam or containing a virus, TMCZ is authorized not to accept such e-mails for further processing, i.e., not to send or deliver it to the addressee.

6.13. TMCZ is authorized to terminate provision of the Service by a written termination notice of relevant Contractual Documents, even partially, due to introduction of new services, changes of conditions on the ICT market, improving the network quality, development of new technologies, etc. TMC commits to replace Services that are to be terminated by similar services, if technically and economically feasible. In such case the notice period is 3 months and starts on the last day of the calendar month, in which the termination notice was delivered to the other Contractual Party and expires on the last day of the last month of the termination period.

## 7. PAYMENT CONDITIONS

7.1. The Contractual Partner commits to pay for provided Services or other actions in relation to the Services in accordance with prices agreed in the Contract, Agreement on Price Conditions, Service Specification or the Pricelist. The price may be determined as a nominal value or as a discount from the Pricelist price. Before signing the Contract, Service Specification or Agreement on Price Conditions the Contractual Partner is obliged to demonstrably familiarize themselves with all relevant Pricelists in relation to the Service. The price for Services is charged as of the establishment or change of the Service.

7.2. Prices for Services are due in 18 days after the tax document – statement of account (bill) – is issued. In case of the Contract concluded after 15<sup>th</sup> October 2017 (included) the prices for Services are due in 14 days after the tax document – statement of account (bill) – is issued. In case of a late payment, TMCZ is entitled to a interest on late payment of 0.05 % from the outstanding amount for each started day of the delay. This does not affect the right of TMCZ to claim full damage compensation.

7.3. The price for Services is considered paid as of its crediting under the correct variable symbol to the account of TMCZ stated in the corresponding statement of accounts.

7.4. TMCZ normally charges prices using the below specified procedure:

- a) one-off prices are charged after acceptance of the relevant performance by the Contractual Partner in the first following statement;
- b) regular prices for the whole billing period are charged retrospectively as of the last day of the billing period;
- c) prices for operation and the Minimum Operation Price are charged retrospectively as of the last day of the billing period;
- d) regular prices or Minimum Operation Price of incomplete billing period are calculated as follows: price for one day of the billing period is multiplied by the length of the incomplete billing period in whole days on which the Service was provided to the Contractual Partner. The price for one day of the billing period is the part of the corresponding agreed regular price or Minimum Operation Price calculated as the amount of the regular price of Minimum Operation Price divided by the actual number of days in the given period.

7.5. The Contractual Partner is obliged to file a complaints regarding the charged price for the provided Service within 2 months after receiving the statement, otherwise this right expires. Submitting a complaint does not have a suspensory effect on the obligation to pay for the provided Services within the due date specified in the statement. The complaint is submitted in writing via the relevant Contact Persons. The complaint must contain the name and surname or company name, permanent address or headquarters or place of business of the Contractual Partner, identification of the Service and Service Specification, identification of the disputed period and specific items to which the complaint applies.

7.6. The Contractual Partner shall pay the charged amounts even if the Service was used by other users than the Contractual Partner. In case of unauthorized use of the Service by other users the Contractual Partner is obliged pay the amounts charged up to the moment when TMCZ limits active use of the Service on the basis of a written notification of the Contractual Partner on misuse of the Service. TMCZ shall limit active use of the Service without unnecessary delay, yet no later than within twenty four (24 hours) after receiving this notification.

7.7. For purposes of the statement amount and SLA values the decisive parameters and data shall be considered those measured or determined by TMCZ.

## 8. COOPERATION

8.1. In relation to performance of the Contract the Contractual Parties shall cooperate in good faith and shall continuously exchange required technical information in the required scope with the other party. If access of TMCZ employees or



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representatives into buildings, to Devices or to the network is required for proper performance of the Contract, the Contractual Partner shall ensure or provide this access.

8.2. The Contractual Partner acknowledge and agrees that the Service may be provided or performed, either fully or partially, by a sub-supplier of TMCZ. The Contractual Partner is therefore required to provide necessary cooperation not only to TMCZ but also to the sub-supplier.

8.3. The Contractual Partner shall provide all necessary cooperation to TMCZ without unnecessary delay as necessary for proper testing, establishment, change and protocol acceptance or termination of the Contract. If the Contractual Partner fails to provide cooperation to TMCZ, even in a reasonable additional deadline, the Contractual Partner shall pay all costs incurred to TMCZ and compensate for all caused damage.

8.4. For purposes of placement of the TMCZ Device the Contractual Partner shall at their own expense ensure required operation premises (rooms), environment properties and required technical conditions, whereas the Contractual Partner shall ensure compliance with these conditions for the whole duration of the Service provision and is not allowed to change them without a written consent of TMCZ. The Contractual Partner shall take measures to prevent theft or damage or destruction of the TMCZ Device and to prevent third parties from handling the TMCZ Device. The Contractual Partner shall at their own expense ensure appropriate supervision of the Device and electricity supply for installation and operation of the TMCZ Device intended for provision of the Service. Costs of the Contractual Partner for supervision and energy consumption are taken into consideration in the Service price agreed in the Contract.

8.5. The Contractual Partner shall ensure cooperation with TMCZ within the preparation of construction, installation or service works for purposes of placement of the TMCZ Device in relation to the concluded Service. This cooperation consists namely of ensuring a written consent of persons, namely the owner of the building and owner of inside distributions in the building, in which the TMCZ Device or the Service end point will be located (alternatively in other buildings specified in the Contract), with performance of design, construction and installation works and other necessary modifications, and provision of all necessary documents for processing of project documentation.

8.6. The Contractual Partner is also responsible for ensuring that at the latest 14 (fourteen) days before the specified date of the Service establishment the Device is ready so as to enable commencement of works on its connection to the TMCZ Device; this means that within this deadline the Contractual Partner shall namely take all necessary steps, namely configuration of their Devices, securing installation and operation of all transfer interfaces and ports, cables and connection of their Device to the end point of the Service, etc.

8.7. Provision of the Service by TMCZ is conditioned by obtaining relevant permits from competent state bodies of the Czech Republic, possibly also an export permit of state bodies, as well as creation of necessary conditions by operators of public and private communication networks; the Contractual Partner is also required – sufficiently in advance before delivery, assembly and commissioning of the System, namely its connection to JTS – to obtain necessary permits from involved state bodies of the Czech Republic and to ensure necessary operating conditions from operators of the public and private communication network.

8.8. Upon request from TMCZ or on the basis of an agreement with TMCZ, the Contractual Partner shall prepare a suitable lockable area for TMCZ for unpacking, inspection and storage of TMCZ Devices, as well as storage of assembly tools. The Contractual Partner commits to allow TMCZ to unload and store TMCZ Devices in the Partner's premises designated for installation on the date announced by TMCZ at least 3 (three) business days in advance. The Contractual Partner shall accept TMCZ Devices into deposit and shall ensure their safe storage until the beginning of installation. A delivery note shall be drawn up on the delivery and acceptance of TMCZ Devices and shall be signed by Contact Persons of both Contractual Parties. TMCZ is required to clean the installation site within 5 (five) business days after the installation. After installation, the Contractual Partner shall accept the Devices or System by signing a delivery protocol.

8.9. The Contractual Partner is not authorized to in any way tamper with TMCZ Devices above the scope of normal use for duration of the Service provision. The Contractual Partner is obliged to use TMCZ Devices for purposes in compliance with legal regulations and the Contract. Without personal attendance or written consent of

TMCZ, the Contractual Partner is not allowed to change the configuration, connection, location and spatial arrangement of Devices in comparison with the state as of the Service establishment, whereas for programmable Devices the same applies to changes of agreed performance parameters of Devices and user data. The Contractual Partner is not authorized to change the connection of the System.

8.10. The Contractual Partner is required to ensure access of TMCZ into buildings and premises for purposes of operation and maintenance of Devices of TMCZ, Contractual Partner or third parties that were accepted within the Contract from TMCZ or that are used to provide the Service. If access of TMCZ as per the previous sentence is not ensured, TMCZ is not responsible for this period of time for any limitation or interruption of provision of Services caused by the breach of this obligation.

8.11. TMCZ is authorized, even without the consent of the Contractual Partner and without letting them know, to change the configuration of Device designated for use of the Service by the Contractual Partner.

8.12. If the Contractual Partner is provided a TMCZ Device for use, then repairs of this Device or the uncertainty regarding the level of protection against third party rights towards the TMCZ Device or termination of the TMCZ Device (full or parties) do not entitle the Contractual Partner to terminate the Contract or Services that establish the right to use the TMCZ Device.

8.13. After the termination of provision of the relevant Service, the Contractual Partner shall provide cooperation to TMCZ during uninstallation of the Device and shall return all provided Devices and other items to TMCZ and shall cease using rights provided by TMCZ for the purpose of provision of Services. Failure to provide cooperation shall lead namely to transfer of the risk of damage caused by the Device to the Contractual Partner until proper uninstallation.

8.14. In order to exclude all doubts, it is agreed that operations of the Contractual Partner realized within the Service, if transferred to the end point of the Service or other Service interface from the Device that is not exclusively controlled by TMCZ or its subsupplier, shall be considered to be operations intentionally generated by the Contractual Partner.

## 9. RESPONSIBILITY OF CONTRACTUAL PARTIES FOR SUBSTANTIAL BREACH OF OBLIGATIONS, CONTRACT TERMINATION

9.1. Unless agreed otherwise, none of the Contractual Parties is responsible or in delay with performance of their obligations if this delay was caused as a result of a breach of obligations of the other party.

9.2. Liability of TMCZ for damage in relation to electronic communication services is governed by provision §64 par. 12 of Act No. 127/2005 Coll., on Electronic Communications, effective as of the effect of the Business Solution Conditions.

9.3. If there is a risk of damage or if the Contractual Partner is suffering damage, they are obliged to immediately take all measures with respect to the circumstances to prevent or mitigate the damage, and if the Contractual Partner applies a claim to damage compensation from TMCZ they are also required to:

- a) immediately inform TMCZ both about the threat and occurrence, as well as about the measures to prevent or mitigate the damage; and
- b) allow investigation of the matter to authorized TMCZ employees, insurance bodies or other competent authorities upon request; and
- c) document the actual amount of the damage, as well as the taken measures to prevent or mitigate the damage.

TMCZ is not required to compensate damage caused by the fact that the Contractual Partner breached the above specified obligations.

9.4. The Contractual Parties agreed that they limit the amount of damage that may be caused to the Contractual Partner during the performance of this Contract to a total of 120,000 CZK. The Contractual Partner is not entitled to damage compensation caused by a breach of obligations of TMCZ if a contractual sanction is agreed for the given breach (e.g., a contractual penalty or discount from the Service Price within SLA).

9.5. TMCZ is not in delay with performance of their obligations (namely with establishment, change or provision of the Service or removal of a Defect, failure or outage of the Service) if the delay was caused by the following:

- a) actions of TMCZ that TMCZ is authorized to take in accordance with



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contractual provisions or legal regulations; or

- b) performance of planned maintenance; or
- c) decision or refusal to issue a permit by a court, administration body, public administration body or other authorized subject or third party or operator of transport or technical infrastructure in public interest; or
- d) security threat of the communication network or Service; or
- e) power outage or unsuitable air conditioning conditions at the end place of the Service that secured by the Contractual Partner; or
- f) denying TMCZ employees access for purposes of removal of a Defect, establishment, change or termination of the Service; or
- g) defect of the Device of the Contractual Partner; or
- h) facts specified in section 9.8 of these Business Solution Conditions; or
- i) breach of obligations by the Contractual Partner.

9.6. TMCZ is authorized to interrupt the provision of the Service during a planned maintenance. TMCZ is required to inform the Contractual Partner about the date of the planned maintenance. TMCZ shall exercise all effort to carry out the maintenance at times that are suitable for the Contractual Partner. The interruption of Service provision shall last only for the time necessary for the planned maintenance. Interruption of Service provisions due to a planned maintenance shall not be considered a delay of TMCZ with provision of Service or with performance of their obligations and is not included in the time of Service unavailability.

9.7. Defects of backed up Service does not include instances of outage of the primary connection – Service, if it is switched to the backup connection – Service.

9.8. TMCZ is not in delay if performance of their obligation was prevented by a circumstance excluding damage liability as per § 2913 par. 2 of the Civil Code (e.g., rebellion, strike or civil disturbances, military operation, local or national emergency, fire, flood, high water, extremely adverse weather and its consequences, explosion or landslide). All deadlines agreed in the Contract are extended for the duration of these circumstances as specification above, as necessary for restoration of the Service provision. TMCZ is not in delay with establishment or provision of Services also if the delay was not caused by TMCZ.

9.9. Substantial breach explicitly, but not exclusively, refers to each of the following facts:

- a) delay with payment of the Service price for more than 30 days;
- b) unauthorized intervention into TMCZ Devices;
- c) denying access of TMCZ to their Devices;
- d) use of unapproved Device by the Contractual Partner;
- e) use of the Service in conflict with legal regulations;
- f) use of the Service by the Contractual Partner in a way that threatens the security of data or information systems of other subjects;
- g) provision of untruthful information during conclusion of a Contractual Document;
- h) breach of license conditions by the Contractual Partner with regards to software operated within the Service;
- i) breach of any of the obligations stipulated in Article 3 of these Business Solution Conditions;
- j) breach of any of the obligations stipulated in section 6.4, 6.5 or 6.6 of these Business Solution Conditions;
- k) breach of any of the obligations stipulated in section 8.3 of these Business Solution Conditions;
- l) breach of any of the obligations stipulated in section 12.9 of these Business Solution Conditions.
- m) breach of any of the obligations stipulated in Article 16 of these Business Solution Conditions.

Other instances of breach of obligations of the Contractual Partner that are considered substantial as per the Contract may be explicitly specified in Contractual Documents, namely in the Contract.

9.10. In case of a substantial breach of obligations TMCZ is authorized to limit or interrupt the provision of Services without being in delay and/or withdraw from the Contract, Service Specification, Agreement on Price Conditions or the Subscriber Contracts or their parts in relation to one of the Services. This withdrawal does not affect the rights of TMCZ to claim contractual sanctions, interests on late payments, financial settlement or right to damage compensation or securing of a debt of the Contractual Partner or the Authorized Person.

9.11. TMCZ is also authorized to terminate the Contract or fully or partially terminate Contractual Documents in relation to any of the Services if:

- a) insolvency proceedings is announced on the Contractual Partner; or
- b) execution has been ordered on property of the Contractual Partner; or
- c) serious technical or operational reasons occur, namely if there is a threat to the security or integrity of the network or in case of a breach of security of Services;
- d) in case of an emergency, namely compulsory service in the country, natural disaster or national security threat;

in such case the termination enters into effect as of its delivery to the Contractual Partner or on a later date specified in the termination notice.

9.12. TMCZ is authorized to also limit or interrupt provision of the Service in situations specified in legal regulations (e.g., § 99 par. 3 of Act No. 127/2005 Coll. – emergency state or § 98 par. 3 of Act No. 127/2005 Coll. – serious breach of security and integrity of the communication network of TMCZ due to damage or destruction of an electronic communication device, namely caused by serious operational accidents or natural disasters); For the duration of the interruption as per this paragraph the Contractual Partner is not obliged to pay the price of Services the provision of which was interrupted.

9.13. TMCZ is also authorized to interrupt or limit provision of Service in case of a written notification from the Contractual Partner on misuse of the Service as per section 7.6 hereof.

9.14. The Contractual Parties agreed that claims of the Contractual Partner other than those explicitly stipulated in this Contract, regardless of the legal reason from which they may originate, namely claims associated with operation interruption, profit loss, software intervention or loss of data and information, are excluded.

9.15. Payment of contractual penalties or interests on late payment does not relieve the Contractual Partner of the obligation to pay damage caused to TMCZ by the same breach.

## 10. SLA, NOTIFICATION OF DEFECTS

10.1. Unless specified otherwise in Contractual Documents, the Contractual Parties may conclude SLA as an additional service; SLA determines the conditions for the Service quality, removal of Defects of the Service and possibly penalties if deadlines for Defect removal or Service unavailability are not met. Additional conditions for provision of SLA are specified namely in the SLA Service Description.

10.2. If SLA is not concluded, TMCZ commits to remove Defects of the Service in the shortest period of time possible after its notification by the Contractual Partner.

10.3. Defect notification – Service request is made by the Contractual Partner via Contact Persons and their relevant contact information.

10.4. The Service is provided in the quality specified in SLA, if SLA is concluded.

10.5. The monthly availability is calculated from cumulated operation times of the Service, when the Service parameters within one calendar month were not within the allowed limit values of the Service operation parameters:

(TS - TN)

service availability =  $\frac{\text{TS} - \text{TN}}{\text{TS}} \times 100\%$

TS

where:

TS = time of service duration in the month;

TN = time of service unavailability.

10.6. Times are calculated in whole minutes, Service availability is expressed in percentages rounded to two decimal points.



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10.7. Duration of the service in the month – TS – is a period in which the Service is to be provided in the given month according to the relevant Contractual Document.

10.8. Time of Service unavailability – TN – is a period within the duration of the Service, in which the Contractual Partner could not properly use the Service due to a Defect that was caused by TMCZ and that was properly reported by the Contractual Partner within a Service request.

10.9. The time of Service unavailability does not include the time from the Service Defect notification until the start of the Defect removal if the Contractual Partner did not allow TMCZ immediately after the request to perform a service intervention on the Device located in the Contractual Partner's location. Service unavailability and Defect also do not refer to instances when TMCZ is not in delay with performance of their obligations in accordance with legal regulations or contractual provisions.

10.10. The time of Service unavailability or total number of Defects also do not include Defects that occurred outside the public communication network of TMCZ and Defects for which TMCZ objectively discovered that they were not caused by TMCZ or that they were caused by the Contractual Partner. For Services with indirect access TMCZ is responsible for Defects that occur between the end point of the Service and the end Device of the Contractual Partner.

10.11. The Contractual Partner is obliged to cover costs of TMCZ associated with a service intervention if the service intervention was carried out on the basis of a service request of the Contractual Partner and if it is discovered that the Defect of the Service or the device or network was not caused on the side of TMCZ or that the defect was caused by the Contractual Partner or a third party for which the Contractual Partner is responsible or that there was no Defect at all.

10.12. The Contractual parties agreed that for Defects or defects of the Device, software or the System whose removal depends on the manufacturer or contractor or a third party it is not possible to guarantee the time of final resolution of the Defect/failure. For these types of defects TMCZ shall involve the technical support of the manufacturer or contractor so as to ensure the fastest possible removal of the Defect/failure. If the deadline for the final resolution of a Defect/failure is exceeded due to this reason, the sanction provisions shall not be applied and this time is not included in the Service unavailability time.

## 11. AUTHORIZED PERSONS

11.1. Authorized persons are appointed upon agreement of the Contractual Parties and shall be stated in the list of Authorized Persons that forms an integral part of the Contract (hereinafter “List of Authorized Persons”). Duration of the status of an Authorized Person is always conditioned by its inclusion in the List of Authorized Persons and guarantee of the Contractual Partner specified in the Contract. The Contractual Parties agreed that the consent with the guarantee of the Contractual Partner also applies to legal successors of the Authorized Person listed in the List of Authorized Persons. A loss of the status of an Authorized Person does not affect the validity and force of Subscriber Contracts concluded by the Authorized Persons and contractual relationships following from these contract (they shall be governed by provisions of GTCT and conditions of activated Subscriber services). A loss of the status of an Authorized Person terminates Services concluded exclusively for this Authorized Person on the basis of the Service Specification, unless the Contractual Parties or the Authorized Person agreed otherwise with TMCZ.

11.2. Unless the Contractual Parties agreed otherwise in the Contract, the Contractual Partner is authorized after conclusion of the Contract to ask to add additional Authorized Persons or to exclude Authorized Persons by completing a form of TMCZ: The request for adding/excluding Authorized Persons is sent by a registered mail to the headquarters of TMCZ. If TMCZ does not confirm the addition/exclusion of Authorized Persons as per the request within 7 days after delivery of request, the request shall be considered rejected. TMCZ is authorized to reject the request namely if TMCZ has any unpaid receivable towards the Authorized Person. Change of the annex of the Contract containing the List of Authorized Persons in accordance with this paragraph does not require conclusion of a written supplement to the Contract.

11.3. The Authorized Person may conclude or Change Subscriber Contracts or Service Specifications that contain reference to the Contract under the conditions stipulated in the Contract (including the Agreement on Price Conditions). Conclusion or change of the Service Specification is valid as of the signing of the Service Specification by TMCZ and the Authorized Person, as well as the Contractual Partner to express their consent to conclusion (or change) of this

Service Specification between the Authorized Person and TMCZ. Upon termination of the Service Specification, the Authorized Person acts separately and signature of the Contractual Partner is not required. Subscriber Contracts are concluded by the Authorized Person independently and signature of the Contractual Partner is not required.

11.4. If the Contractual Document explicitly states the Authorized Person as the recipient of the Service, then this Service may be used only by this Authorized Person. Obligations of the Contractual Partner following from this Service are not affected; however, their performance may be ensured by the Authorized Person instead of the Contractual Partner.

11.5. The Contractual Partner is responsible for all damage caused by the Authorized Person during the provision of performance in accordance with Contractual Documents, even if the Authorized Person commits to perform these activities on their own within the performance of the Contractual Partner.

## 12. USE OF SOFTWARE

12.1. Unless explicitly agreed otherwise, then all license, service, complaint, warranty and other conditions in relation to the software that is included in the Service are governed by conditions of the software developer (copyright holder).

12.2. Unless explicitly agreed otherwise, the software is a third party product and the license for use of the software is provided to the Contractual Partner directly by the software developer (copyright holder). The license for the software is obtained by the Contractual Partner no sooner than as of full payment of the price of the Service that includes the software.

12.3. If software installed by the Contractual Partner affects the Service function or if there is an assumption that it may affect the Service function, the Contractual Partner is obliged upon request from TMCZ to remove such software (uninstall), or to modify the software (change its configuration) so that it does not affect proper provision of the Service. TMCZ shall not be responsible for provision of the Service if the Service is affected by software installed (used) by the Contractual Partner or installed (used) by a third party which the Contractual Partner allowed to install or use such software. If the Contractual Partner does not remove the problem software within 2 business days after receiving a request from TMCZ for removal or change of the software used (installed) within the Service by the Contractual Partner or a third party, TMCZ is authorized to limit or stop provision of the Service without further notice.

12.4. In case of a Service including professional service (service administration), the provisions above also apply to software whose installation does not require administration rights.

12.5. If the software required administration rights, it may be installed within the Service via a professional TMCZ service (service administration) only after TMCZ verifies the impact of the software on the Service provision and agrees with the installation of this software within the Service. TMCZ is authorized to ask the Contractual Partner to pay the price of additional software installation depending on the number of hours of the actual work in accordance with the valid Pricelist or price agreement.

12.6. TMCZ is not responsible towards the Contractual Partner for delivery of software required by the Contractual Partner in order to use the Service and the Contractual Partner shall be responsible for the installation. TMCZ is also not responsible for the software itself, i.e., its functionality.

12.7. Software inserted to a template is provided “as is” by the software supplier without any explicit or assumed guarantees, including but not limited to guarantees for fitness for the given purpose. TMCZ does not guarantee and does not accept responsibility for the accuracy or completeness of information, text, graphics, links or other items included in the software. TMCZ is not responsible for the supplied software or for its functionality or suitability for needs of the Contractual Partner, and is namely not responsible for the fact that the supplied software is compatible with other software of the Contractual Partner.

12.8. TMCZ or their contractors are in no way responsible towards the Contractual Partner or users for any damage (including but not limited to lost profit, interruption of business activities, lost or damaged information or data) caused by the use of the software or inability to use the software.

12.9. The Contractual Partner is allowed to use only legally obtained software within the Service. The Contractual Partner is obliged to use the software in compliance with license conditions (user rights) for the given software. The Contractual Partner is responsible for all applications – software operated within the Service including data transfers. The



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Contractual Partner commits to pay for all damage caused to TMCZ, including non-material, due to a breach of license conditions by the Contractual Partner in a full amount.

12.10. TMCZ is authorized to at any time repair, remove, change or update the software installed in Service components if it is deemed necessary for purposes of maintenance or increasing the quality of the Service.

12.11. TMCZ is authorized to at any time unilaterally increase the price of the software provided to the Contractual Partner within the Service if the supplier of this software increases its price for TMCZ.

## 13. PURCHASE OF DEVICES

13.1. Unless explicitly agreed otherwise in another Contractual Document, then the following provisions shall apply for purchase of a Device by the Contractual Partner:

- a) the price is specified in the relevant Pricelist;
- b) place of delivery is the place where the Service for which the Device is supplied is to be established, changed and provided;
- c) the delivery time of the Device is the same as the deadline for establishment or change of the Service for which the Device is supplied;
- d) the Device will be handed over to the Contractual Partner on the basis of a delivery protocol, delivery note or another documents, on which the Contractual Partner shall confirm the delivery of the Device from TMCZ (or the contractor or carrier);
- e) ownership of the Device is transferred to the Contractual Partner upon full payment of the agreed price of the given Device to TMCZ;
- f) the risk of damage to the Device is transferred to the Contractual Partner as of the Device acceptance by the Contractual Partner;

13.2. With the exception of explicitly agreed purchases of a Device, the Device may be delivered as a part of the Service, or it may be rented or leased as a part of the Service, whereas specific conditions regarding the rent or lease of the Device are always explicitly agreed between the Contractual Partner and TMCZ in the Contract/Service Specification or in another Contractual Document.

13.3. TMCZ provides a guarantee to the Contractual Partner in compliance with guarantee conditions of the Device manufacturer and the Contractual Partner shall study these conditions before purchasing the Device. If the Device includes software, the Contractual Partner acquires the rights to use the software within the scope specified by license conditions of the software as of the payment of the price of the Device. The Contractual Partner obtains the right directly from the copyright owner of the Software and is obliged to follow the corresponding license conditions.

13.4. The Contractual partner shall send orders for purchase of Devices to the fax no.: (+420) 603 604 646. The Contractual Partner shall send original copies of the orders to TMCZ within ten (10) after sending them via fax to the following address:

T-Mobile Czech Republic a.s.  
Customer Centre – Business  
Tomičkova 2144/1  
148 00 Prague 4  
tel.: 800 737 333

13.5. If the Contractual Partner needs information regarding the purchase of end Devices, they shall contact the Customer Centre – Business.

13.6. The guarantee does not apply to:

- a) defects caused by installation, change or repair not performed by TMCZ;
- b) defects caused due to use of the Device in conflict with instructions for use for this Device;
- c) defects caused in relation to realization of instructions of the Contractual Partner if TMCZ could not have determined the unsuitability of these instructions and/or if TMCZ informed the Contractual Partner about the unsuitability of these instructions and the Contractual Partner insisted on their realization anyway;
- d) defects caused due to use of the Device with products or software whose compatibility was not explicitly promised in writing by TMCZ to the Contractual Partner;
- e) defects caused by unusual physical or

electrical force on the system;

- f) defects caused by the usual wear and tear.

## 14. SPECIAL PROVISIONS FOR SUBSCRIBER CONTRACTS

14.1. Services provided to an individual subscriber number or subscriber station of an individual subscriber in the selected tariff program as well as Services specified in the Contractual Document (hereinafter “Subscriber Services”) are provided on the basis of Contractual Contracts regardless of other provisions in Contractual Documents. These provisions of article 14 on Subscriber Contracts take precedence over other provisions regarding Service in the Contract or the Business Solution Conditions.

14.2. If agreed specifically between the Contractual Parties in the Contract, the Contractual Partner may submit a proposal for conclusion of a Subscriber Contract also via e-mail without using a certified electronic signature. In such case the proposal must be submitted in the form a filled in draft of the Subscriber Contract, whose updated version is available at [www.t-mobile.cz](http://www.t-mobile.cz). The draft of the Subscriber Contract or e-mail with specification of the required change together with specification of Subscriber Contracts to which the change applies shall be sent by the Contractual Partner to the e-mail address of TMCZ specified in the draft of the Subscriber Contract. After delivery TMCZ shall verify using a password that the Subscriber Contract draft was submitted by the Contractual Partner and shall verify other facts necessary for accepting the draft of the Contractual Partner. The proposal for conclusion of a Subscriber Contract of the Contractual Partner shall be considered accepted by TMCZ as of the performance of the required activation or change of the Subscriber Services separately for each Subscriber Contract, unless specified otherwise in the Subscriber Contract draft or GTCT. The Contractual Parties agreed that Subscriber Contracts or their changes negotiated in an electronic forms in accordance with this paragraph shall be considered as made in writing.

14.3. In relation to Subscriber Contracts the Contractual Parties agreed that if the Contractual Partner breaches contractual obligations which leads to termination of the Subscriber Contract before the expiration of the agreed period, the Contractual Partner shall pay a contractual penalty to TMCZ in the amount of remaining monthly payments (without discounts as per the Contract, i.e., standard price specified in the Service Pricelist) for the period until the end of the duration of the specific Subscriber Contract. TMCZ and the Contractual Partner also agree on contractual penalties for late payments of statements in accordance with GTCT or the Service Pricelist.

14.4. Conditions and the scope of provision of the Subscriber Contracts, including the selected tariff shall be negotiated by the Contractual Parties always in the specific Subscriber Contract. Each Subscriber Contract concluded within the Contract contains a reference to the Contract and the Contract number.

14.5. Rights and obligations of Contractual Parties following from Subscriber Contracts that are not stipulated in the given Contract are governed by provisions contained in the latest versions of relevant business terms and conditions of the activated Subscriber Service or tariff or in GTCT. Termination of the Contract or the status of an Authorized Person does not affect the validity and force of Subscriber Contracts concluded on the basis of the Contract. After termination of the Contract Subscriber Services shall be governed by provisions of the Subscriber Contract, business terms and conditions of activated Subscriber Contracts and GTCT (in this order of priority). The negotiated duration of the Subscriber Contract is therefore independent of the duration of the Contract, unless the Contractual Parties explicitly agreed otherwise. In case of a conflict between the Subscriber Contract and the Contract, provisions in the Subscriber Contract shall take precedence.

14.6. If the Subscriber Contract and/or another document that forms an annex to this Contract or the Subscriber Contract refers to a Framework Agreement, it refers to this Contract.

14.7. Installation and operation of Devices in connection to a Subscriber Contract and activation of Subscriber Services are governed by business terms and conditions of the given Subscriber Contract and these conditions take precedence over provisions on establishment of Services as per the Contract and the Business Solution Conditions.

14.8. The Contractual Parties agreed that if TMCZ terminates the provision of Subscriber Service (tariff) that shall be replaced by another Service (tariff) in accordance with the business terms and conditions with the same or better conditions and the same or lower price of individual components of the given Service (as those of the Contractual



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Partner agreed for the original Contractual Service, taking into consideration discounts negotiated in the Contract), TMCZ is authorized to replace the original Subscriber Service with such new Service. This change does not require the conclusion of a written supplement, if TMCZ informs the Contractual partner about the termination of the Subscriber Service and its replacement by a new Service at least 30 days in advance.

## 15. SPECIAL PROVISIONS FOR FIXED VOICE SERVICES

15.1. In case of a transfer of number connected with a branch exchange, it is possible to transfer the complete range of numbers or individual numbers/number sequences. A range of numbers consists of one or more sequences of consecutive numbers with a length of powers of ten starting with the corresponding number of zeroes and ending with the corresponding number of nines, whereas a number sequence is a set of consecutive numbers that does not represent a range of numbers. A range of numbers can be worked with only as a whole and it is not possible to transfer only selected numbers; it is reserved for the whole duration of the Contract, whereas a number sequence can be separated to individual numbers that can be transferred on their own also during the validity of the Contract.

15.2. The detailed terms and conditions with respect to the transfer of number are set forth in the Terms and Conditions of Telephone Number Transfer. The transfer of number is not possible between a public mobile communication network and public fixed communication network.

15.3. If the Contractual Partner uses more fixed number ranges within their internal phone network, they are obliged to assign telephone numbers with the directing character, which corresponds to the location of the end device in the corresponding region in accordance with the national numbering plan. Otherwise emergency numbers are directed incorrectly to a different region.

15.4. The Contractual Partner is obliged to make all outgoing calls with the correct and assigned identification of the calling character that is used by TMCZ to charge these calls to individual invoicing groups.

15.5. If the Contractual Partner activated the service to block the identity of the caller for fixed voice calls, it is not possible to call back directly to the caller, i.e., namely for calls to emergency lines it is not possible to verify the original outgoing call.

15.6. If the Contractual Partner uses fixed voice services on the basis of VoIP technology, TMCZ cannot technically guarantee the functionality of modem connections – this includes for instance electronic security systems, electronic fire fighting systems, reading of energies, remote control of machines or equipment, etc.

15.7. The Contractual Partner commits to use the specific Service only in the given location of the Contractual Partner specified in the given Contract/Service Specification for the specific Service.

15.8. TMCZ is authorized to change the number of the Subscriber station in case of pressing technical reasons even without the consent of the Contractual Partner, if it is necessary for proper provision of the Service, whereas the Contractual Partner shall be informed in advance about this change; technical reasons include decision of the relevant administrative body about the change of number or numbering regulations in accordance with Act No. 127/2005 Coll. or when stipulated in another legal regulation.

## 16. TRADE SECRET, PERSONAL DATA, PROTECTION OF DATA

16.1. The Contractual Parties agreed that all facts that are not commonly available in business circles and that are contained in the Contract or that the Contractual Parties come across during its performance constitute a trade secret and the parties commit not to disclose them to third parties (with the exception of Authorized Persons) without prior written consent of the other Contractual Party. The Contractual Person is required to ensure protection of trade secrets also by the Authorized Person.

16.2. If the Contract was concluded via a mediator whose commission depended on the volume of Services provided in accordance with the Contract, the Contractual Partner is required to provide (even repeatedly) the mediator, upon request, with data on total amounts of Service statements as per this Contract. The Contractual Parties agreed that TMCZ is also authorized to provide these data and the Contractual Partner explicitly agrees with this fact by signing the Contract.

16.3. The Contractual Parties hereby declare that violation of the trade secret protection does not include a situation when TMCZ provides information and facts as per section 16.1 in the scope necessary to their shareholder and companies that are part of the

Deutsche Telekom AG concern as a business unit (hereinafter the “concern”) in accordance with provision § 79 of Act No. 90/2012 Coll., on commercial companies and cooperatives. The Contractual Parties also declare that violation of the trade secret protection does not include a situation when TMCZ provides Contractual Documents, facts and information as per section 16.1 to the Authorized Person in accordance with the Contract for purposes of creation of a contractual relationship between TMCZ and the Authorized Person as per the Contract.

16.4. The Contractual Partner shall inform TMCZ in writing that within the provision of Service personal data on the side of TMCZ shall be processed in accordance with Act No. 110/2019 Coll., on personal data processing, as amended, which the Contractual Partner processes as the administrator in accordance with the above specified Act. In such case the Contractual Parties shall conclude a contract on processing of personal data (or a corresponding contract required by legal regulations). Until this contract on processing of personal data enters into effect, the Contractual Partner is not allowed to use the Service in a way that constitutes processing of personal data on the side of TMCZ. In case of a breach of this paragraph, regardless of other provisions of the Contract, the Contractual Partner commits to compensate TMCZ for all damage caused in this situation.

16.5. TMCZ is not responsible within the Service for loss or damage of data of the Contractual Partner, only if the damage or loss are caused intentionally or due to gross negligence of TMCZ. The Contractual Partner is required to regularly back up their data outside the Service at their sole responsibility.

16.6. TMCZ is not responsible for the content of messages or data transferred via the Service.

16.7. The Contractual Partner agrees with inclusion of their company as a reference in marketing materials of TMCZ, including press releases. The Contractual Partner shall ensure consent of all Authorized Persons as of their entry to the current List of Authorized Persons with inclusion of their company as a reference in marketing materials of TMCZ including press releases.

## 17. DELIVERY AND REQUIREMENTS OF TERMINATION NOTICE OR NOTIFICATION OF WITHDRAWAL FROM THE CONTRACT OR INDIVIDUAL SERVICE

17.1. TMCZ shall deliver documents to the address of the Contractual Partner last provided to TMCZ via a post, courier, e-mail, in person or using other agreed method. Documents shall be considered delivered if they were deposited in the corresponding office of the post license holder and was not collected by the Contractual Partner within seven (7) calendar days after its depositing.

17.2. Written legal actions of TMCZ also include actions taken via fax, e-mail, SMS, MMS or data box.

17.3. Documents are also considered delivered even if the Contractual Partner is not present at the address provided to TMCZ.

17.4. In case of delivery via a public communication network (namely fax, e-mail, SMS or MMS), the message is considered delivered as of the confirmation of sending to the e-mail address of the Contractual Partner or confirmation of problem-free transfer of data (fax); if this confirmation is not available then it is considered delivered at the latest on the day following the sending to the phone number of the Contractual Partner or their e-mail address.

17.5. If the Contractual Partner refuses to accept a document, it is considered delivered as of the refusal.

17.6. Termination of a Contractual Document or individual Service by the Contractual Partner must be done in writing, whereas the written form does not include electronic communication, i.e., delivery of a termination notice via-email must be signed by the Contractual Partner or authorized representative of the Contractual Partner and must contain data that clearly specify who submits the termination notice and what it concerns (these data include namely: company or name and surname of the Contractual Partner, registered address or permanent address (residence) of the Contractual Partner, Company Id. No., personal Id. No. and date of birth of the Contractual Partner, number of the terminated Contract or individual Service); otherwise such termination notice is invalid. Provisions specified in the sentence above also apply to withdrawal from a Contractual Document or individual Service by the Contractual Partner.

## 18. APPLICABLE LAW, SETTLING OF DISPUTES

18.1. Rights and obligations of Contractual Parties are governed by the Civil Code and other relevant legal regulations of Czech law.





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18.2. The Contractual Parties commit to exercise maximum effort to resolve mutual disputes, including disputes about the interpretation or validity of the Contract and to try to achieve amicable settlement of these disputes first via negotiations of Contact Persons or authorized representatives.

18.3. All disputes that cannot be settled amicably by the Contractual Parties shall be settled by a Czech court with jurisdiction in this matter, unless specified otherwise by legal regulations. If a court with territorial jurisdiction is not specified in legal regulations, the Contractual Parties agreed that all disputes following from the Contract shall be settled by a general court with territorial jurisdiction of TMCZ.

## 19. SHARED AND FINAL PROVISIONS

19.1. The contracting parties agree that TMCZ is authorized to unilaterally change these Business Solution Conditions, Service Description, Service Pricelists, Operating Rules, Contact Persons, Terms and Conditions for processing of personal, identification, operational and localization data of subscribers, as well as other documents, where it is explicitly stated. TMCZ commits to inform the Contractual Partner about this change at least 30 days in advance, unless specified otherwise in the relevant document.

19.2. Due to the fact that the subject of the Contract is a tailor made solution created using also non-public electronic communication services and is provided to meet specific needs of the Contractual Partner, the Contractual Parties agreed that provisions of the Civil Code on adhesion contracts shall not be applied to Contractual Documents.

19.3. The content of obligations following from Contractual Documents consists only of rights and obligations negotiated or stipulated in Contractual Documents regardless of negotiations of Contractual Parties before and during conclusion of Contractual Documents.

19.4. Offsetting against unsecured receivables is not possible. The Contractual Partner is not authorized to unilaterally offset their receivables towards receivables of TMCZ.

19.5. If legal regulations or a Contractual Document, namely the Contract, Business Solution Conditions, Service Specification or Agreement on Price Conditions stipulate the right of TMCZ to terminate any of the Contractual Documents (e.g., by withdrawal or termination), then TMCZ is authorized to terminate both the whole Contractual Document or only its part in relation to a certain Service, i.e., an individual Service (even if it is included together with more Services in a single Contractual Document, namely in Service Specification). If TMCZ is authorized to terminate the Contract, this always refers to the right of TMCZ to terminate the Agreement of Price Conditions or the individual Service Specification or the individual Service.

19.6. TMCZ explicitly rejects any changes (even minor) made by the Contractual Partner in forms used in relation to the Contract, with the exception of information whose submission is required from the Contractual Partner.

19.7. Rights and obligations that are clearly meant to remain valid even after the termination of the Contract shall not be terminated, e.g., the obligation to pay outstanding amounts or contractual penalties.

19.8. In order to exclude all doubts it is hereby agreed that the Business Solution Conditions are also applied to the Contract on establishment and provision of T-Mobile ProfiNet, for the purposes of these Business Solution Conditions referred to as the “Contract”.

19.9. Rights and obligations of the Contractual Parties that are not specified in Contractual Documents are additionally governed by the General Terms and Conditions of T-Mobile Czech Republic a.s. (“GTCT”) with which the Contractual Partner is familiar and agrees by signing the Contract.

19.10. These Business Solution Conditions become valid and take effect as of April 1, 2020.

