

GENERAL TERMS AND CONDITIONS
CLOUD4COM S.R.O.

1 Subject-Matter

- 1 Cloud4com s.r.o., having its registered office at Vinohradská 1511/230, 100 00 Praha 10, company identification number 21050309, Tax ID no. CZ21050309, registered in the Commercial Register administered by the Regional Court in Praha, Section C, File No.396190, issues these General Terms and Conditions by the day stated at the end of this document.
- 2 These General Terms and Conditions define the technical, operating, organizational and business conditions for providing services operated by Cloud4com s.r.o.
- 3 Service will be provided to Customer by the Provider based on a contract relation concluded between Provider and Customer in the form and under the conditions specified in these General Terms and Conditions.
- 4 Prices for Services are stated in the Configuration of the Services, annexed to the Contract.

2 List of Used Terms

- 1 **General Terms and Conditions** – these general terms and conditions.
- 2 **Provider** – Cloud4com s.r.o., having its registered office at Vinohradská 1511/230, 100 00 Praha 10, company identification number 21050309, Tax ID no. CZ21050309, registered in the Commercial Register administered by the Regional Court in Praha, Section C, File No.396190.
- 3 **Customer** – any natural person or corporate body who concludes a Contract with Provider and agrees with these General Terms and Conditions.
- 4 **Service** – set of activities specified in Article 3 of these General Terms and Conditions.
- 5 **Contract** – a written document, Contract for providing Services, made between Provider and Customer in order to provide Service. The contract relation between Provider and Customer arises on the day of formation of the Contract. Contract is formed on the day of signing by both contractual parties and in case this date is not the same, then by the latest day of signing. In case of concluding the Contract by means of distance communication, Contract is formed upon the delivery of the Service order confirmation from the Provider to the Customer. Where the Contract is formed through an online interface, the moment of the formation of the Contract is the moment of ordering the Service.
- 6 **Date of Service activation** – the day when the Service providing is activated for the Customer.
- 7 **Provider's Management Portal** – the Vortex portal available at <https://vortex.cloud4com.com>.

3 Service Specification

- 1 Detailed information on Services are to be found in Technical specification to each Service and at Provider's website at www.cloud4com.com, in the Services section.
- 2 The Provider guarantees a Customer the right to use the Service according to General Terms and Conditions, Contract, Technical specification to the Service, or possibly other documents specified in the Contract.
- 3 Fundamentals of providing Services is providing basic functions of HW and SW platforms (computational performance, disk space, backing up and recovery, archiving, encryption, management – configuration, supervision, statistics, reporting, operational systems and other software) where it is possible to optionally define and change parameters of the components according to need. The specific solution can be defined according to Customer's needs and specific order.
- 4 Primary aim of the Services is to offer customers an alternative solution to their needs of getting necessary HW platform and SW platform to run their applications and systems with advantages that arise from substitution of one-time investment with regular payments and the option of increasing or decreasing of separate parts according to the actual need.
- 5 Technologies, on which the Services are provided, are located in data centers qualifying at least for Tier III classification.

4 Contract conditions

- 1 Contract can be concluded for either for definite time, or indefinite time. Contract relation ends by withdrawing from the Contract, expiration of the definite time, death of a natural person, fall of a corporate body, cancellation or settlement of contractual parties.
- 2 Customer is eligible to withdraw from the Contract without giving any reason. The withdrawing term is three months and it starts on the first day of the calendar month following the month of withdrawal delivery to the Provider at the address stated in the Contract. Withdrawal must have a written form and be delivered in a registered letter, or it can be delivered as an email with a secured electronic signature. In case of withdrawing of a Contract for definite time, the regulation of paragraph 7 of this article about obligation to pay contractual fine – price without discount or additional fee for the duration of the Contract.
- 3 Customer is eligible to withdraw from the Contract in case of changes in General Terms and Conditions or Services under clause 7.4. Changes made must be newly defined in these General Terms and Conditions or that unambiguously apply to Services provided to the specific Customer. These changes made in General Terms and Conditions must be of a detrimental character towards the Customer when using objective Services. The Customer is obliged to announce withdrawing from the Contract, including statement about withdrawing in the meaning of this paragraph, in a written form within 2 (two) months time from the moment Providers exercises such changes. Withdrawing is effective by the day following the day of the written withdrawal notice delivery to the other contractual party. Withdrawal must be delivered as a registered letter or it can be delivered as an email with a secured electronic signature. Failing the form and time limit for giving a notice on withdrawing from the Contract results in invalidity and ineffectiveness of such withdrawal from a Contract.
- 4 The Provider is eligible to withdraw from the Contract without giving any reason. The withdrawing term is three months and it starts on the first day of the calendar month following the month of withdrawal delivery to the Customer. Withdrawal must be delivered as a registered letter or it can be delivered as an email with a secured electronic signature.
- 5 Shall the Customer severely violate or shall the Customer repeatedly violate his/her duties arising from these General Terms and Conditions or the Contract and should s/he not clear such severe or repeated violation within 14 days from the day of delivery of a notice on such matter in a form of a registered letter or from a day of sending an email notice, the Provider has the right to withdraw from the Contract. Withdrawing is effective by the day following the day of the written withdrawal notice delivery to the Customer. Withdrawal must be delivered as a registered letter or it can be delivered as an email with a secured electronic signature.
- 6 In case the Customer violates his/her duties arising from these General Terms and Conditions or the Contract in an extremely severe way in the sense of the generally binding laws, the Provider has the right to withdraw from the Contract and stop providing the Service effective immediately after finding about the violation. Withdrawal must be delivered as a registered letter or it can be delivered as an email with a secured electronic signature.
- 7 In case of early withdrawal from the Contract for definite time before the expiration of the agreed definite time of the contract's validity by the Provider according to paragraphs 5 and 6 of this article, or by the Customer for any other reason than according to paragraph 3 of this article, the Customer is obliged to pay the Provider, as a penalty, the difference between basic price of the Services provided without discount as a result of the duration of the Contract and the price specified in the configuration of the Services after discounts or payment for the remaining time the Contract was originally meant to exist.

5 Prices, Terms of Pricing and Terms of Payment

- 1 The Customer is obliged to pay the prices for using the Service based on delivered tax documents issued by the Provider. Prices for Services are specified in configuration of the Services.
- 2 The Customer is responsible for the payment for Services provided being made in the amount set in the tax document, within 14 days from the issue date, also in the case the payer is a different body, indicated in the Contract by the Customer. The Customer agrees with the Provider's tax documents being delivered by an electronic message to an address indicated by the Customer.
- 3 In case of late payment by the Customer for the tax document, the interest of late payment in the amount of 0.05 % of the amount due for each day started belongs to the Provider. If the Customer is late with payment for more than 5 days and the payment will be not paid until 10 days from email notice sent to the contact email address of Customer, the Provider has the right to stop or cut down on Services provided until the amount due is fully paid. During the time of suspension the Customer's duty to pay the prices according to delivered tax documents continues. Shall there be repeated late payments on the Customer's side, it is considered a severe violation of the Contract.

6 Rights and Obligations of the Customer

- 1 The Customer is obliged to abide by these General Terms and Conditions, the Contract, laws and regulations of the Czech Republic and act according to good manners and commonly accepted moral and ethic standards when using the Service. The Customer in particular cannot breach Provider's and third parties' rights protected by the law.
- 2 The Customer can use only such technical and program instruments that don't interfere with Service function and are not in breach with Provider's and third parties' rights protected by the law. The contractual parties will consider breach against this paragraph a severe violation of the Contract.
- 3 During the whole time of validity of the Contract, the Customer is obliged to announce the Provider either in person or in a written form all the changes of identification and other data resulting from a contractual relation, and this has to be done within 15 days from the day when such a change occurred. This means especially changes of name, surname, business firm or a name of Customer, address of permanent residence, registered office or place of business, legal form of the Customer and bank account. Announcing the new data must be delivered as a registered letter or it can be delivered as an email with a secured electronic signature.

7 Rights and Obligations of the Provider

- 1 The Provider is obliged to provide a Customer with access to the Service on terms defined in these General Terms and Conditions and the Contract. Only by General Terms and Conditions, Contract, laws and regulations of the Czech Republic or the effect of conditions eliminating illegality can narrow this duty.
- 2 The Provider is obliged to keep operating records of Service usage by the Customer used for accounting the Service for the Customer for at least three last months. The operating records of the Service are used also for adjusting the Service.
- 3 The Provider is entitled to block spreading the data that is spread by the Customer in violation of the Contract, General Terms and Conditions, laws and regulations of the Czech Republic and commonly accepted moral and ethic standards.
- 4 The Provider is entitled to unilaterally change the Service functions or totally discontinue the Service in exceptional cases (e.g. security risks, change of license model, etc.). The Provider is obliged to announce the inactivation of the Service with at least two months notice. The announcement of the Service inactivation must have a written form and be delivered in a registered letter, or it can be delivered as an email with a secured electronic signature to the address the Customer stated in the Contract.
- 5 The Provider is entitled to carry out maintenance breaks in Services. The regular maintenance breaks of the Services won't exceed 8 hours per calendar year. These breaks have to be announced at least 5 days in advance in a written form to the Customer.
- 6 The Provider is entitled to inform the Customer about currently provided and newly installed services in a convenient way.
- 7 In case there is a change of exchange rate between CZK and USD and/or EUR that is higher than 10 % compared to the moment of agreeing on the price for providing the Services during the time the Provider is providing the Customer with the Services, the Provider has the right to unilaterally change the agreed price for Services provided after prior written notice; this can be done only in the same ratio as was the ratio of the exchange rate change. The contractual parties agree that the conclusive exchange rate should be the Czech Central Bank's exchange rate fixing.
- 8 In case of average annual inflation rate announced by the Czech Statistical Office (the "Index") reaches a value of 10% or more, the Provider is entitled to unilaterally increase the price of the Service provided by this index after prior written notice. The Provider is entitled to make the increase according to the previous sentence repeatedly.
- 9 In case the Customer doesn't have management of SW (e.g. operational system, application) ordered in his/her Service, the Provider has no obligation to do so.

8 Warranty claims, complaints, disputes

- 1 The Customer has the right to announce failures of the Service at the phone number of the nonstop technical support; the number is to be found at the Provider's website at www.cloud4com.com.
- 2 The Provider will put forth the maximal effort possible to remove the fault in the shortest time possible.
- 3 By default, there is based on product type a 99.999% or 99.9% availability of the Service guaranteed. Qualitative and quantitative parameters of the Service are defined in the Technical specification. The regular maintenance breaks of the Service are not counted into the time of availability. The regular maintenance breaks of the Services won't exceed 8 hours per calendar year. Each calendar month is the tracked period and for SLA – system availability is the tracked period calendar year. The date of activation of the Service doesn't affect the beginning or the length of the tracked period.

Ordered SLA	Minutes of outage/month	Minimum number of outstanding sampling intervals for non-availability	Surcharge for higher availability	Service price	Really delivered SLA and the discount of pricelist price of service in percents							
					99,990%	99,950%	99,900%	99,600%	99,000%	98,000%	90,000%	0,000%
99,600%	172,80	35	0%	100%					35%	50%	75%	100%
99,900%	43,20	9	20%	120%				27%	46%	58%	79%	100%
99,950%	21,60	5	30%	130%			18%	33%	50%	62%	81%	100%
99,990%	4,40	1	40%	140%		17%	24%	39%	54%	64%	82%	100%

Model example for service price 10.000 CZK per month.

Ordered SLA	Minutes of outage/month	Minimum number of outstanding sampling intervals for non-availability	Surcharge for higher availability	Service price	Really delivered SLA and the discount of pricelist price of service in percents							
					99,990%	99,950%	99,900%	99,600%	99,000%	98,000%	90,000%	0,000%
99,600%	172,80	35	0%	10 000					3 500	5 000	7 500	10 000
99,900%	43,20	9	20%	12 000				3 200	5 500	7 000	9 500	12 000
99,950%	21,60	5	30%	13 000			2 300	4 300	6 500	8 000	10 500	13 000
99,990%	4,40	1	40%	14 000		2 400	3 400	5 400	7 500	9 000	11 500	14 000

Compensation other than the discount mentioned above (e.g. compensation for damage and lost profit) cannot be given. No compensation will be provided in this case to the Customer (e.g. damage compensation, loss of profits, etc.). The Customer has to apply the discount from the price of the Service at the Provider, 5 days from the end of the tracked period in which the outage occurred the longest; the discount will be in form of a credit in the amount of the discount given for free by the Provider.

- Warranty claims are solved according to laws and regulations, the Provider is obliged to solve a warranty claim without unnecessary delay, 30 days from announcement of the reclamation the latest.

9 Force Majeure

- For the object of these General Terms and Conditions, „Force majeure” means extraordinary, unpredictable and insurmountable incident arise independently of human will. Such incident can be for example natural catastrophe, epidemics, transportation embargo or a strike in the respective branch. The contractual party affected by Force majeure is obliged to immediately inform the other contractual party on extent and expected duration of obstructions to fulfilling the contractual bonds. The parties commit to put forth the maximal effort possible in order to clean or cut down on the effects caused by force majeure.

10 Information

- The Provider and the Customer consider all the information on the other contractual party implicit in the concluded Contract or gained in connection with the execution of the Contract confidential and won't communicate it or open it up to any third party without written permission of the other contractual party. Discretion commitment is valid for 3 years after the end of the Contract. Non-disclosure commitment doesn't apply to:
 - information on the fact the Contract has been concluded between the parties;
 - conditions for providing the Service (specific price conditions excluded);
 - information that is or becomes publicly available without breaking the discretion commitment;
 - giving identification data and operational documents, that can be subject to business secret, to the criminal procedure bodies or a court during a process between the Customer and the Provider;
 - information demanded by courts, administrative authorities, criminal procedure bodies or auditors for the purposes given by law.
- The Provider has the right to mention the Customer in Provider's reference list, which the Customer specifically permits.

11 Protection of Personal Data

- In accordance with Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) the Customer mandates the Provider to process for the purpose of providing the Services the personal data disclosed by or under the authority of the Customer within the Services in relation to the persons to whom the personal data disclosed within the Services by or under the authority of the Customer relate.
- The Provider is obliged to process the personal data for the Customer to the extent necessary for the provision of the Services and only on the ground of the Customer's instructions specified in the Contract, these Terms and Conditions or given via the Provider's Management Portal or by e-mail or phone via the Provider's HelpDesk.
- The limitation under clause 11.2 hereof also applies to the transfer of the personal data to a third country or an international organization and is applicable unless this other processing is required from the Provider by legal regulations to which the provider is subject. Where other processing is required by a legal regulation, the Provider shall inform the Customer on such requirement before the processing, unless the provision of such information is prohibited by a legal regulation for important reasons of public interest.
- The Provider has adopted and maintains adequate technical and organizational measures to prevent unauthorized or random access to, change, destruction or loss of the personal data, their unauthorized transfers, their other unauthorized processing as well as other misuse of the personal data. The summary of the specific measures is part of the Technical specification of a given Service. The Provider shall ensure that the persons authorized to process the personal data are bound by a non-disclosure obligation.
- In the event that during the effectiveness of the Contract the Provider learns about any breach of the security of the personal data processed by the Provider under this Article of the Terms and Conditions, the Provider is obliged to notify the Customer on the occurrence of the personal data security breach without undue delay after the Provider has learnt about it. The Provider shall make the notification by a technical report to the e-mail address specified by the Customer in the Management Portal or a notice to the Customer's e-mail address specified in the Contract. Subsequently the Provider shall without undue delay send the Customer in the same manner the description of the nature of the given case of personal data security breach and the description of the probable consequences of the personal data security breach. If possible, the Provider shall also give the Customer the description of the categories and the approximate number of the data subjects affected and the categories and the approximate number of the personal data entries affected.
- The Customer agrees that the Provider may authorize subprocessors to carry out the personal data processing under this Contract. Where the Provider authorizes subprocessor to carry out the personal data processing under this Contract, such additional processor must commit contractually to the compliance with the same personal data protection obligations as are agreed between the Customer and the Provider in this Contract, including in particular the introduction of adequate technical and organizational measures. The Provider has the duty to inform the Customer sufficiently in advance on its intention to involve subprocessor in the processing of personal data under this Contract, including the concrete identification of such subprocessor. The Customer acknowledges that the Provider uses Microsoft Ireland Operations Ltd, seated at One Microsoft Place South County Business Park Leopardstown Dublin 18, D18 P521, Ireland, as subprocessor.
- With regard to the nature and the technical settings of the Services the Provider does not give assistance with the handling of requests of data subjects (e.g. request for access to personal data or data portability) in relation to the data which are processed by the Provider for the Customer. It is the Customer who is fully responsible for the handling thereof.
- The Provider shall enable the Customer to carry out an audit of the technical and organizational measures for personal data protection introduced by the Provider after a prior notice given at least 30 working days in advance.
- The parties agree to give each other all additional necessary assistance and materials for the performance of their obligations under this Article of these Terms and Conditions, in particular during the performance of the obligations ensuing for the Customer from the personal data processing security requirements, performance of audits, assessment of the impacts on personal data protection, previous consultations with the supervisory authority and the handling of the requests for the assertion of the rights of data subjects. The Provider's assistance, including the permission of an audit under clause 11.8 hereof more than 3 hours in calendar year (unused assistance will not be transferred to next calendar year), is charged by an hourly rate of CZK 2,950. The payment for the assistance is subject to Article 5 hereof.
- Within 180 days from the termination of the provision of the Services the Provider shall erase the personal data processed under this section of the General Terms and Conditions unless legal regulations require the archiving of the given personal data or unless the Provider is requested in writing by the Customer upon the termination of the contractual relationship to provide a copy of the personal data.

12 Protection of Rights to Intangible Properties

- The contractual parties have agreed they won't without previous written approval of the other party use trademarks and other protected marks of the other party unless it is explicitly stated otherwise.
- The Customer is obliged to protect the Provider's rights to intangible properties in his/her activity according to the Contract as well as rights to intangible properties of other bodies that the Provider provided the Customer with for the activity in connection with the Contract. Breaking the commitments of this article of the General Terms and Conditions is considered a severe violation of the Contract
- The Provider hereby informs the Customer that there is primarily Microsoft licensed software used within providing the Service, and the Customer acknowledges this and commits to deliver a report to the Provider at the end of each calendar month of providing the Service; the report will state which Microsoft licensed software was used by the Customer and the number of Customer's users that used the Service with the Microsoft licensed software. For the report of the Services will be also considered Provider's Management portal where the Customer is obliged to fill in the information about use of licensed software.
- The Customer acknowledges that within the Services he/she can use licensed software and hereby commits to adhere to all license terms set by original license providers for the end users. The review of these terms is placed on the software provider's website as well.

13 Other and Final Provisions

- All the communication related to the Contract and its execution that can affect the assessment of the way and extent of the execution of the Contract must be on principle administered in the written form. Unilateral acts of the contractual parties not keeping the written form (except email with secured electronic signature) are not binding for the other party.
- The total amount of the compensation of damage paid by the Provider for all breaches of these Terms and Conditions not falling within the scope of clause 8.3 shall not exceed the amount paid by the Customer under Article 5 for 3 calendar months of the provision of the Services before the given breach. In the event of compensation of damage, the Customer's loss of profit is not compensated.
- All disputes that may arise between the Provider and the Customer that won't be settled in a preferred conciliatory way shall be, in accordance with regulation of § 89a of Act No. 99/1963 Coll., Civil Procedure Code, as amended, decided by the court with local jurisdiction over the Provider's registered office.
- The laws of the Czech Republic, the Contract, these General Terms and Conditions and the Technical Specification of the Service shall govern the rights and obligations when providing the Service. In case the Contract and the General Terms and Conditions are in conflict, the following sequence of precedence shall apply: 1. Contract; 2. General Terms and Conditions; 3. Technical Specification of the Service.
- The General Terms and Conditions are integral part of the Contract.
- The General Terms and Conditions are effective as of the day stated on the last page of the General terms and Conditions.
- The Provider has the right to change and add terms in these General Terms and Conditions and the Pricelist. The Provider is obliged to inform the Customer about the changes of the General Terms and Conditions and the changes of the prices or pricing terms stated in the Pricelist at least one (1) month in advance in an acceptable form, e.g. electronic message, via Provider's Management Portal, by announcement on a tax document etc.