

Contract n.

on the provision of publicly available electronic communications services

concluded pursuant to Section 63 of Act No. 127/2005 Coll., on Electronic Communications and on Amendments to Certain Related Acts (Electronic Communications Act), as amended, and Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended, between

Faster CZ spol. s r.o., with registered office Jarní 44g, 614 00 Brno
ID: 60722266 VAT: CZ60722266
Bank account number: ČSOB a.s., č. ú. 290204641/0300
represent: **Ing. Miloslavem Škorpíkem**, managing director of the company
person authorised to sign contracts: Mgr. Pavel Dočekal; Ing. Jana Ševčíková
the company is registered in OR by KS Brno, file number section C, insert 16631
telephone: 533 433 333
(hereinafter referred to as "Provider")

and

..... with registered office
ID: VAT:
represent:
Technical contact:, tel.:, email:
Business contact:, tel.:, email:
Email address to send invoices:
(hereinafter referred to as "Participant")

I. Subject of the contract

a) The Provider undertakes by this Agreement to provide the Subscriber with the service or services specified in the written numbered Specifications to this Agreement (hereinafter referred to as the "Service") and on the terms and conditions set out therein.

b) The Subscriber agrees to pay to the Provider for the Service the amount set out and agreed by both parties in the Specification to this Agreement.

II. Rights and obligations of both parties

a) The Parties undertake to comply with the General Terms and Conditions for the provision of publicly available electronic communications services by Faster CZ spol. s r.o. (hereinafter referred to as "General Terms and Conditions" or "GTC") and the provisions in the Service Specification.

b) Both Parties are obliged to actively and without undue delay inform the other Party of any changes and the occurrence of facts that could affect the validity of the Contract or its individual provisions or the possibility, quality and terms of performance of obligations under the Contract.

c) The Provider and the Subscriber shall be mutually liable for any damage caused to each other intentionally or by negligence. If the Service could be used only partially or

not at all due to a technical or operational fault on the Provider's side, the Provider's liability is limited to the obligation to promptly remedy the fault and to reduce the price of the Service accordingly in accordance with the GTC.

III. Provider's obligations

a) The Provider is obliged to provide the Service to the Subscriber to the extent and under the terms and conditions specified in the Agreement and the Specification to this Agreement, continuously on all days of the year.

b) The Provider shall maintain the telecommunications infrastructure of its network in a condition and quality to comply with the relevant technical and operational standards and conditions set out in the Contract, in particular having valid technical and security certificates required for operation in the Czech Republic.

c) The Provider shall be obliged to arrange for remedy without undue delay in the event of limitation or non-functionality of the Service provided.

IV. Participant's obligations

a) Pay the price for the agreed Service properly and on time.

b) Use the Service in a manner consistent with the Agreement and the Provider's instructions. Use the Service only through terminal equipment or other equipment meeting the standardised technical requirements and operating standards and conditions set out in generally binding legislation.

c) Provide the Provider with the necessary cooperation required for the performance of the subject matter of the Contract.

d) Promptly notify the Provider of any faults encountered in the use of the Service and provide the Provider with the necessary assistance in rectifying them. The contacts are listed in Article VII.

V. Payment terms

a) The price for the provided Service is determined according to the scope of the provided Service and is specified in the Specification. Charging for the Service shall commence from the date specified for different cases individually in the General Terms and Conditions, as a rule from the date of commencement of the proper provision of the Service.

b) Payment of the price for the Service provided shall be made monthly on the basis of an invoice sent by Provider. The Subscriber undertakes to pay the agreed price to the Provider's account specified in the header of this Agreement. The invoice number shall be used as the variable symbol. The invoice is due 14 days from the date of delivery of the invoice to the Subscriber.

c) For the period of limitation or interruption of the Service due to a reason on the part of the Subscriber, the Provider is entitled to demand payment of the price in full.

VI. Duration of contract, termination

a) This Contract is for a fixed term of 12 months, unless otherwise specified in the Specification.

b) Unless the Subscriber gives written notice after that period that it insists on termination of the Contract, or unless otherwise agreed between the parties, the Contract shall become a Contract for an indefinite period.

c) The Contract may be terminated in writing within a notice period of 30 days commencing from the date of delivery of the notice to the other Party. The provision of the Service shall end on the last day of the notice period. A fixed-term Contract may be terminated only under the conditions set out in Article VIII(c).

d) The Provider is entitled to change its GTC and Price Lists at any time. The Provider shall notify the Subscriber of the change at least 1 month before the change takes effect. If the Subscriber does not agree with the new GTC or Price List, the Subscriber is entitled to terminate this Agreement within 7 days from the moment of notification of the changes. In this case, the Agreement shall terminate on the date of expiry of the original GTC or Price List.

VII. Defect reporting, complaints, contacts

a) If there is a malfunction of the provided Service, the Subscriber is obliged to report this malfunction to the Provider without undue delay via the contacts listed below. After the report, the Provider shall repair the defect as soon as possible depending on the circumstances and extent of the defect. In the event that a "SLA" (minimum assured quality of service) is agreed in the Service Specification, the Provider is obliged to start the repair within the agreed response time.

b) If the Subscriber is responsible for the Service defect or the Subscriber's notification proves to be false, the Provider is entitled to charge the Subscriber for the costs incurred by the Subscriber in connection with the rectification of such defect.

c) The Subscriber shall be entitled to make a claim for the Service provided without undue delay, no later than within 2 months from the date of the defective provision of the Service. The claim shall be made in writing.

d) The Subscriber shall be entitled to make a complaint about the billing of the price without undue delay, at the latest within 2 months from the date of delivery of the billing, if the billing of the price is not delivered, then from the date of provision of the service. The filing of a claim shall not have a suspensive effect on the fulfilment of the obligation to pay the billed price; the Czech Telecommunications Office shall be entitled to decide in justified cases that it has a suspensive effect. The complaint shall be made in writing.

e) The Provider shall be obliged to settle the complaint without undue delay, no later than within 1 month from the date of receipt of the complaint.

f) Contacts Faster CZ spol. s r.o., Jarní 44g, 614 00 Brno:

- Information and changes to the Services, contacts, invoicing, payments, billing claims, Service claims tel. 533 433 333, e-mail obchod@faster.cz, working hours Mon-Fri 8.00 a.m. - 4.00 p.m.
- Support, technical information, fault reporting Services during working hours, etc. tel. 533 433 000, 516 116 000, e-mail servis@faster.cz, working hours Mon-Fri 8.00 a.m. - 4.00 p.m.
- Fault Services out of office hours, Sat-Sun, holidays tel. 533 433 000 or 516 116 000g)

g) When reporting Service defects, complaints, reporting changes of addresses and other data, as well as any other communication with the Provider, the Subscriber is obliged to first report the Contract number.

VIII. Penalty provisions

a) In the event of default by the Participant in the payment of any financial obligation under this Agreement, a contractual penalty of 0.05% per day of the amount due for each day of default shall be agreed.

b) If the Subscriber is in default in payment of the price for the Service for more than 20 calendar days past the due date, the Provider shall give the Customer a notice and set a grace period of 1 week from the date of receipt of the notice. After the expiry of the grace period, the Provider may restrict the provision of the Service and resume it after payment of the amount due.

c) In the event of termination of the Contract for a fixed term before the expiry of the agreed period for reasons attributable to the Participant, the Provider shall be entitled to a contractual penalty in the amount calculated as one fifth of the product of the number of months missing until the expiry of the Contract and the monthly payment pursuant to Article I. b).

d) If the Service could be used only partially or could not be used at all due to a reason on the Provider's side, the Provider shall be obliged to ensure that the defect is rectified and to reduce the price accordingly. This does not apply in the following cases:

- if the failure occurred under circumstances excluding the Provider's liability,
- if there is a suspicion of a violation of the Electronic Communications Act, or of an unlawful act of the Subscriber,
- if the service was interrupted by prior agreement between the Parties.

e) In the event that an "SLA" is agreed in the Service Specification and the Provider fails to meet the agreed availability of the Service, the Provider is obliged to pay the Subscriber a contractual penalty in the amount of a percentage of the monthly flat rate, which is specified for specific services and availability in the General Terms and Conditions.

IX. Other arrangements

a) The Service Specifications and General Terms and Conditions are an integral part of this Agreement. Any deviating provisions in the Specification shall prevail over the text of this Agreement and any deviating provisions in this Agreement shall prevail over the text of the GTC.

b) The Parties agree to resolve any disputes arising out of the performance of this Contract preferably by amicable negotiation. Disputes concerning the Electronic Communications Services shall be subject to the jurisdiction of the Czech Telecommunications Office (www.ctu.cz). Disputes concerning technical equipment (hardware) and shall be subject to the jurisdiction of the Czech Trade Inspection Authority (www.coi.cz).

c) This Agreement shall enter into force on the date of its signature by both Parties. The Parties declare that this Agreement as amended by its annexes corresponds to their serious and free will, which they confirm by their handwritten signatures. This Agreement is concluded in two copies, one of which shall be given to each Party.

In Brno on

for the Provider

for the Participant

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Faster CZ spol. s r.o.

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