

General Business Terms of VNET a.s. for Providing VNET Serverhousing Services for Customer Contracts Concluded after June 1st 2020

Article I. Definition of Terms

1.1 For the purposes of the Contract the terms below shall be defined as follows:

"**Account manager**" shall mean a natural person (or several natural persons) explicitly nominated by the Client's statutory representative in the Contract, Take-over protocol or another written document, or in the Client Zone; the Client does not have to nominate/appoint an Account manager. The Account manager is authorized to appoint and dismiss the Other authorized persons.

"**Act**" shall mean Act No. 351/2011 Coll. on Electronic Communication, as amended, eventually future act which shall replace it.

"**act 124/2006**" shall mean act No. 124/2006 Coll. on labor health safety and protection, as amended.

"**Affiliate**" shall mean a natural person or legal entity other than the Contracting Parties acting as a sales agent due do which activities or mediation this Contract has been signed by the Contracting Parties; although the Contract header may include the name and identification of the Affiliate (usually in the part identifying the Provider), the Affiliate is not a contractual party of this Agreement.

"**billing period**" shall mean the period specified in the Service Specification in clause usually named as "*Billing period*"; unless otherwise specified in the Service Specification the billing period shall be one month.

"**Blockchain Server**" is a type of Client's hardware, which is a subject to Device Housing type of serverhousing service when the agreed type of product "Blockchain Housing" (in sec. 1 of the Service Specification) is agreed.

"**Civil Code**" shall mean Act No. 40/1964 Coll., the Civil Code, as amended.

"**Client**" shall mean the natural person or legal entity which has concluded (signed) the Contract with the Provider, eventually its legal successors.

"**Client Zone**" or "**Customer Zone**" shall mean an application/functionality (platform) available at the VNET Website through which the Client (who was assigned a login name and password) may log on and obtain information related to its legal relationship with the Provider or appoint persons which are allowed to perform Technical operations in the name of the Client (if this functionality has been enabled to the Client by the Provider) and perform other acts permitted by the Provider.

"**Client's Contact Address**" shall mean the address of the Client set forth in the Contract Header in the section identifying the Client, or a different address of the Client of which the Client shall inform the Provider by sending a written notice to the Provider's contact address explicitly stating that this is the Client's new address to be used for the purposes of written communication between the Parties. Notwithstanding, should the Client be registered in the Slovak Commercial Register or similar register, the Client's Contact Address (in addition to the address stated in the previous sentence) shall always be the address of the Client's seat registered in the Commercial Register or similar register as well; the same shall apply to the seat of a foreign Client which is registered in a foreign Commercial Register or similar register of companies maintained abroad.

"**Client's Contact E-mail**" shall always mean the e-mail address (any and all e-mail addresses) of the Client set forth in the Contract Header in the section identifying the Client or eventually a different e-mail address of the Client of which the Client has informed the Provider by sending a written notice to the Provider's Contact Address or electronically by sending an e-mail to the Provider's Contact E-mail stating that this is the Client's new contact e-mail address to be used for the purposes of communication between the Parties. For the purposes of delivery from the Provider to the Client, the Client's Contact E-mail shall mean also any other e-mail address by which the Provider may reasonably assume that it is the e-mail address of the Client (e.g. it is presented as a contact e-mail address on the Client's website) or which the Client usually used in his electronic communication with the Provider. The Client's Contact E-mail shall be also the email address agreed by the Parties to send electronic invoices, resp. the email address used by the Client to accept the electronic invoices issued by the Provider.

"**Client's Device**" or "**Client's Terminal Device**" shall mean the Client's telecommunications device or a device used by the Client to receive the Service which has not been provided by the Provider as part of the Service. Client's Device or Client's Terminal Device shall include its technical part which allows communication and is intended for direct or indirect connection to network terminals; Client's Device may be the Client's a computer, a notebook, etc. A Client's Device is not Provider's Device.

"**Client's Equipment**" shall mean the technological device or set/sets of technological devices (hardware and possibly software if it is the case) as movable assets which are brought, located and/or installed in/into the Data Center by the Client itself within the Service provided (i.e. devices which are not handed over to the Supplier). Client's Equipment is e.g. devices located by the Client into the Rack (in case the Rackhousing service is provided under the Contract).

"**Client's Hardware**" is a technical device or set of technical devices of the Client that is the subject of a Device Housing type of serverhousing service, i.e. which the Client obtains at his own expense and risk, places it into the DC on a reserved place agreed within the provided Service, connects it to electricity and possibly also to the internet (e.g. by Blockchain Housing); the Client's Hardware is not being handed over to the Provider and it is disposed of and managed exclusively by the Client for the entire duration of the Contract. The Client's Hardware shall not be deemed either the Client's Equipment or the Client's Server (as they are defined in these GT).

"**Client's Identification Data**" shall mean the data of the Client as stated further: If the Client is a natural person such data shall include the name, surname, academic title, permanent residence address, birth number, ID card or another identification document number and state of the citizenship of such person, if such natural person is an entrepreneur (performing business activities) its business ID Number, place of business, tax ID and VAT ID (eventually a note stating the entrepreneur is not a VAT payer), in addition to the above listed data. If the Client is a legal entity such data shall include the business name, address of the registered seat, corporate ID, tax ID and VAT ID (eventually a note stating the entity is not a VAT payer).

"**Client's Server**" shall mean the Server owned by the Client (or handed over to the Provider by the Client regardless of its ownership), as a movable asset, which is in respect to the Service brought and placed in the Data Center. For the Client's Server shall be deemed neither the Client's Equipment nor the Client's Hardware (the Client does not hand over these to the Provider).

"**Commercial Code**" shall mean Act No. 513/1991 Coll., the Commercial Code, as amended.

"**Connection location**" shall mean the place (Data Center) where the respective device (e.g. Server / Rack / Client's Hardware) is located and provided data connection.

"**Contract**" shall mean a contract concluded between the Provider and the Client, the subject matter of which is the provision of the Service by the Provider to the Client; an integral part of the Contract shall be these General Terms, Price list and SLA in their effective wording as well. The term "**actual Contract**" used in these GT shall mean only an interpretation term for the purposes of these General Terms and shall mean Part A and Part B (eventually Part C as well) of the Contract (i.e. the term "actual Contract" for interpretation purposes does not include these GT, Price List, SLA); however, this does not effect the definition of term "Contract" as defined hereinabove and which includes all its integral parts (incl. GT, Price List and SLA).

"**Contract Header**" shall mean the first sections of Part A of the actual Contract containing identification of the Provider and the Client.

"**Consumer protection act**" shall mean Act No. 250/2007 Coll. on consumer protection, as amended, as well as any future act which may replace it.

"**Credit**" is a virtual account representing the amount of money paid by the Client to the Provider under this Contract for the purposes of Service installation or further provision of Service; Credit Payment and Credit Charging shall be deemed as a special form of payment of Remuneration.

"**Credit Charging**" shall mean an operation used in a PAYG form of payment which is to be performed by the Client according to the Provider's instructions (usually published on the VNET Website) after signing the Contract; such operation allows the Client to use the Service by paying the relevant amount in accordance with General Terms which shall be deemed as payment of Remuneration.

"**Credit Payment**" shall mean an operation used in a PAYG form of payment which is to be performed by the Interested party according to the Provider's instructions (usually published on the VNET Website) before signing the Contract; such operation allows the Interested party to buy or start utilize the Service by paying the Provider relevant amount. Credit Payment shall be in a PAYG form of payment a necessary condition for installation and start of provision of the Service and shall be deemed as payment of Remuneration.

"**Customer Line**" shall mean Provider's telephone line assigned for telephone contact with its customers (including the Client); the specific telephone number which is to be the Customer support number is published on the VNET Website, usually in section "Contacts" and described as "Customer Line".

"**Data Center**" or "**DC**" shall mean premises owned and / or used by the Provider, which are equipped with an electrical connection, data connection to the internet, and suitable environment for the purpose of placing the Server, respectively the Rack or Client's Hardware. For certain types of serverhousing services, the particular DC where the Server is located may be listed in the Service Specification.

"**data connectivity**" shall mean connection to the internet.

"**Data Connectivity Lump Fee**" is a fee for connection, or providing the connection, of the Server, Client's Equipment or Client's Hardware, eventually other Client's devices, to internet (i.e. for data connection) and its amount does not depend on the actual amount of data transferred within the respective billing period; the Data Connectivity Lump Fee is a PRE-PAID fee and is included in the Lump Fee if the Service Specification, Price List or GR do not state otherwise.

"**Data Connectivity Tariff Fee**" is a fee for the amount of data transferred to/from the Server, Client's Equipment or Client's Hardware, eventually other Client's devices, and which depends on the actual amount of data transferred within the respective billing period (usually a multiple of item price); the Data Connectivity Tariff Fee is a POST-PAID fee.

"**Day of Service Installation**" shall mean the day as of which the Service was set up (installed) for the Client. If not stated otherwise in the Special Provisions of GT or Take-over Protocol, the Day of Service installation shall be deemed to be the day as of which the Take-over protocol was signed by both Parties. If, for any reason whatsoever, any of the Parties did not sign a Take-over protocol when setting up the Service or in case of any uncertainties as to the day when the Service was installed, an indisputable legal presumption shall apply that the Service had been installed on the effective date of this Contract; the effective date of this Contract shall mean the Day of Service installation as well. Also, in case the Take-over Protocol is not usually signed by installation of the respective type of Service, the effective date of the Contract is the Day of Service installation. By payment of the first invoice (even partial) for the Service, the Client confirms that the Service was duly and timely set up and taken over.

"**Dedicated Server**" shall mean a physically separated (tangible) VNET Server as a separate movable asset, which is the subject of the Dedicated Serverhousing type of service.

"**Dedicated Serverhousing**" shall mean a type of serverhousing service whose subject is Dedicated Server and which is further specified in relevant Special provisions of GT.

"**EaOR**" or "**Entry and Operation Rules**" is a regulation issued by the Provider which regulates rights and obligations for the Client and all persons entering the relevant DC, even beyond the rights and obligations specified in the Contract, including these GT; the effective wording of EaOR binding to all persons entering the DC will be placed in a visible

place in the relevant DC and the Client as well as all its authorised persons for DC access are obliged to read the EaOR upon each and every entry to the DC. The Provider is entitled to amend the EaOR at any time and its effective wording shall be placed on a visible place in the DC.

"**Electricity Consumption Fee**" is a fee which amount depends on the actual consumption of electricity by the Server (corresponding to the Service provided to the Client upon the Contract) or by the Client's Equipment; the Electricity Consumption Fee is a POST-PAID fee.

"**electronic communication service**" shall mean an electronic communication server pursuant to the Act, i.e. a service usually provided for a remuneration consisting entirely or mainly of signal transfer within networks, including telecommunication services and transmission services within networks used for TV and radio broadcasting. The electronic communication service shall include neither the provision of contents nor editorial control over the content transmitted using the networks and services. The electronic communication service shall not include services (including services provided by an IT company in accordance with the Act No. 22/2004 Coll. and the Directive 98/34/EC) that don't consist entirely or mainly of signal transmission within networks.

"**Electronic Interventions**" shall mean any interventions performed exclusively to the software and data equipment of the Server or other device; electronic interventions are not Physical Interventions and shall be executed/performed remotely via a data connection of the device to the internet, i.e. without physical access to the device. Electronic Interventions may include e.g. software installation, saving or deleting data.

"**Entitled Authority**" shall mean the Police of Slovak Republic, Slovak Information Service, court and any other criminal proceedings authority, eventually any other state authority of the Slovak republic; Entitled authority shall mean also any other person which is under the Slovak legislation entitled to request from the Provider submission of any or all of the Client's identification data or information regarding the provided Service including the information of IP address used by the Client.

"**Fees**" shall mean the Electricity Consumption Fee, Licence Fee, Data Connectivity Lump Fee, Data Connectivity Lump Fee, Rack Fee, Reserved Capacity Fee and Storage Fee.

"**First Chargeable Day**" shall mean the first day since which the Client shall be obliged to pay the agreed Remuneration; if the Service Specification does not state explicitly otherwise in section named usually as "*First Day of Service Charging:*" or "*First Chargeable Day:*" (or if the Service Specification does not include this section), the First Chargeable Day shall be the next calendar day following the Day of Service installation. If the Service Specification in section usually named explicitly states a different date, the Client is obliged to pay the Remuneration from such a date (including such date). The first billing period starts on the First Chargeable Day.

"**Forbidden Device**" or "**Forbidden Devices**" shall mean devices and equipment that a Client is not authorized to place in DC, even in Client's facilities (e.g. into the rack by Rackhousing services, into the Client's Server, Client's Equipment, etc.); Forbidden Devices are devices for capturing or transmitting images and / or sound, devices for transmitting or receiving Wifi signal, GSM signal, and other devices which will be listed as prohibited / unauthorized devices under the EaOR. In case of any doubts, each and every device or equipment which is not subject matter of the Contract itself shall be considered as Forbidden Device unless the Provider states in written otherwise.

"**GDPR**" is the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation).

"**General Provisions of General Terms**" or "**General Provisions of GT**" are all provisions of these General Terms which are not Special Provisions of GT.

"**General Terms**" or "**GT**" shall mean these General Business Terms of VNET a.s. for Providing VNET Serverhousing Services for customer contracts concluded after 1st June 2020, and which represent in its effective wording an integral part of the Contract.

"**Informative text**" shall mean an independent and optional section in the Service Specification named "*Informative text*" which may (but does not have to) contain any additional information regarding the Service which shall have exclusively informative character and shall not be binding for the Contractual Parties. Provisions of the Informative text

shall not set up any rights or obligations of the Parties. Informative text may be included also in Part C (as an optional part of the Contract) if it is explicitly stated in the Service Specification in section "*Informative text*".

"**Interested party**" shall mean any natural person or legal entity showing interest to the Provider in any form whatsoever in concluding any contract regarding provision of any kind of serverhousing services; such person/entity shall be deemed as an Interested party until the moment of concluding the respective contract.

"**Installation Fee**" shall mean a fee to be paid to the Provider for installation (setting up) of the Service; the amount of Installation Fee is stated in the Service Specification. Installation Fee shall not be deemed for the purposes of application of these GT part of the Remuneration.

"**Insurance Fee**" is the Provider's remuneration which may be introduced or increased under the terms stated in Art. XIV. of these GT if the actual value of the Server shall exceed the Maximum Server Value by specific types of serverhousing services (as stated in Art. XIV.); the Insurance Fee is a PRE-PAID fee.

"**Licence Fee**" is a fee for using the operation system installed on the Server by the Client, which is provided by the Provider and for which the Provider usually pays a licence fee to a the third person. The Licence Fee is applicable usually when providing Dedicated Serverhousing and Virtual Serverhousing. Licence Fee is a PRE-PAID fee.

"**Linked party**" or "**Linked parties**" shall mean a natural person or legal entity with is linked by personal involvement or by equity participation (shareholding) to another natural person or legal entity; in particular Linked parties are close persons pursuant to § 116 of the Civil Code, if the same persons or their close persons are involved or were involved in the past in the statutory or supervisory bodies of such entities, if such persons or their close persons have equity participation (shareholding) or had equity participation in the past in such entities regardless of the percentage of their share. Controlling or controlled entities as specified in § 66a of the Commercial Code shall always be deemed as Linked parties as well.

"**Lump fee**" shall mean a remuneration (as part of the overall Remuneration) which is constant in each and every specific time period (usually one month) and its amount does not depend on any variable factors (such as the amount of data transferred, consumed electricity etc.); the Lump fee is stated in the Service Specification in section named usually as "*Monthly fee*:", "*Monthly fee without VAT*:", "*Lump fee*:" or similarly. For the purposes of application of these General Terms, the Lump fee includes also those Fees, which amount for a specific period is fixed, i.e. does not depend on variable factors. If the Service Specification does not state otherwise, the Lump fee represents the amount of remuneration which is to be paid to the Provider for each month of providing the Service. Lump fee is integral part of the Remuneration for which the Provided is entitled for. For invoicing purposes the Lump fee is a PRE-PAID fee.

"**Maximum Server Value**" is 5-times the value of monthly Lump fee excl. VAT; provisions of Art. XIV. of GT remain unaffected.

"**Memorandum**" shall mean a "Memorandum on Personal Data Protection", which is provided by VNET and published on the VNET Website (www.vnet.sk) in section "Documents" and "Personal data protection" and which describes in detail terms of customers' personal data processing by the Provider in a clear and transparent way.

"**Minimum Term**" or "**Minimum Term of Contract**" shall mean the time period specified in the Service Specification in section usually named as "*Minimum term of Contract*", "*Minimum term*" or "*Commitment time*:". If the Minimum Term is stated as a time period (e.g. by specific number of months/years) it starts to lapse on the First Chargeable Day and ends by expiration of the relevant period (Minimum Term). If the Minimum Term is stated by a fixed date, the Minimum Term shall expire on such date, which shall be the last day of Minimum Term.

"**network**" or "**electronic communication network**" shall mean a functionally interconnected system of transmission systems, and if necessary, also switching and routing devices, and other means allowing the transmission of signal over wired, wireless, optical or other electromagnetic systems, including satellite networks, landlines with circuit switching and packet switching, including the internet, regardless of the type of transmitted information.

"**Other Arrangements**" shall mean an independent section in the Service Specification designed as "*Other arrangements*" which may (but does not have to) contain any other/additional special (non-standard) arrangements or other/additional rights and obligations of the Parties related to the Contract and/or provided Services which may differ

from other provisions included in the Contract (incl. the General Terms and other integral parts of the Contract). In such a case the provisions included in the Other Arrangements shall have precedence over the provisions of the Contract incl. all its integral parts. Other Arrangements may be included also in Part C (as an optional part of the Contract) if it is explicitly stated in the Service Specification in section "*Other arrangements*"; if such a case Part C shall be an integral part of the Contract (also in this case the Other Arrangements shall be deemed a part of Service Specification).

"**Other authorized persons**" shall mean natural persons whom the Client's statutory body or the Account manager explicitly authorizes to carry out Technical operations within in the Contract, the Take-over protocol or another written document, through the Client Zone or in another authorized way determined by the Provider; the Client does not have to nominate/appoint any Other authorized persons.

"**Other service**" or "**Other services**" shall mean any and all services regardless of their nature and scope, which are not an electronic communication service and which the Provider provides to the Client by virtue of the Contract. Within the scope of Other services the Act shall not be applicable. Other services are e.g. providing the electricity supply for the Server/Rack, allowance to enter the Data Center, rental of the Rack or its part (including the extent and purpose of Rack rental), provision of an operating system installed on the VNET Server, storage of the Client's Server in DC, provision of reserved electrical capacity, etc. The provision of the Server / Rack with data connection to the internet is not Other service.

"**Part A**" is an obligatory part of the Contract (actual Contract) which is included on the first page of the actual Contract and which includes among others Contract number, identification of the Parties in the Contract Header, Service Specification and essential contractual provisions; the signatures of the Parties are included on the first page of the Contract below the text of Part A.

"**Part B**" is an obligatory part of the Contract (actual Contract) which is included on the second page of the actual Contract and which includes among others principles of personal data processing and other essential contractual provisions.

"**Part C**" is an facultative (optional/non-obligatory) part of the Contract / contracts on providing serverhousing services which may include only Other Arrangements and/or Informative text; Part C is integral part of the Contract only if the Service Specification in section "Other arrangements" or in section "Informative text" explicitly includes reference to Part C of the Contract. If the Service Specification includes no explicit reference to Part C, the Contract shall include no Part C.

"**Parties**" or "**Contracting Parties**" shall mean the Provider and the Client together, and each independently as the "**Party**" or "**Contracting Party**".

"**PAYG**" means a form of payment "Pay As You Go" for the provided Service which is being paid by Credit Payment or Credit Charging; when using this form of payment, the Remuneration is being paid continuously by Credit Charging performed by the Client.

"**PDA**" shall mean Act No. 18/2018 Coll. on personal data protection and on amendment of other acts, as amended.

"**personal data**" shall mean personal data as defined in Art. 2 of the PDA and Art. 4(1) of GDPR.

"**Physical Interventions**" shall mean physical interventions performed exclusively on the hardware of the Server or other device. Physical interventions may include e.g. replacement / assignment of hard disk, RAM, change of hardware configuration, connection or disconnection of electrical circuits, data cables, etc.

"**PIN code**" shall mean a numeric, alphabetic or alphanumeric code which may be provided by the Provider to the Client in order to perform certain operations, such as operations using telephone communication between the Parties or through the Client Zone.

"**Place of Service Delivery**" shall mean the place where the Service is being provided to the Client; if Special provisions of GT do not state otherwise, such a place is the point where the Server is being connected to data and electricity supply in the respective Data Center. The Place of Service Delivery is, therefore, neither the Client's Server, Client's Equipment nor the Client's Hardware, but only the place (point) in the DC, where these are connected (or are supposed

to be connected) to data connection and electricity supply provided by the Provider . The Place of Service Delivery when providing the Rackhousing services shall be the point where the Rack or Client's Equipment is (or is supposed to be) connected to data connection and electricity supply.

"POST-PAID fees" are prices and fees, where the Provider is entitled for the payment for the complete billing period as soon as the respective billing period is over. Unless the Provider states otherwise, the Tariff fee shall be POST-PAID fee.

"PRE-PAID fees" are prices and fees, where the Provider is entitled for the payment for the complete billing period as soon as the billing period starts, i.e. on the first day of respective billing period. Unless the Provider states otherwise, the Lump fee shall be the PRE-PAID fee.

"Price list" or **"Price List"** shall mean the price list of the Provider published on the VNET Website containing the price of individual services provided and goods supplied by the Provider; the Price list may consist of several partial price lists for individual types of provided services or supplied goods, reduced price lists, price lists for business customers (B2B) or price lists for customers (B2C). The Price list in its effective wording forms an integral part of the Contract.

"Provider" shall mean VNET which have signed the Contract with the Client. Provider's legal successors (either universal or individual upon which the rights and obligations may be assigned) shall also be deemed as Provider.

"Provider's bank account" shall mean the Provider's bank account specified on the VNET Website in section referring to billing information or contact information.

"Provider's Contact Address" shall mean the following address of the Provider: Nám. Hraničiarov 39, 851 03 Bratislava, Slovak Republic.

"Provider's Contact E-mail" shall mean the Provider's e-mail address "vnet@vnet.sk" or "vnet@vnet.eu".

"Public electronic communication service" or **"public service"** shall mean an electronic communication service for which utilization may apply any interested party within the meaning as stated in the Act.

"Rack" shall mean a frame or enclosure with data switchboard for mounting multiple electronic equipment modules, as a separate movable item, which represents a tangible hardware device owned by the Provider, located in the Data Center, with provided electrical and data connection, and which is within the Rackhousing service standing for the Client's disposal in order the Client's may place the Client's Equipment into it and connect it to the electricity and data supply.

"Rack Fee" is the cost (rent) for renting the Rack to the Client and shall be applicable only by Rackhousing type of service; the Rack Fee is a PRE-PAID fee.

"Rackhousing" is a type of serverhousing service, where the Rack in DC (or its part) shall be rented by the Provider to the Client in order the Client may place upon its own risk and responsibility hardware devices (Client's Equipment); further specification of this type of service is included in the Special Provisions of GT.

"Regulation" shall be the regulation No. 508/2009 Coll. of the Ministry of Labor, Social Affairs and Family of Slovak the Republic on details to ensure safety and health protection at work with technical equipment pressure, lifting, electric and gas and establishing technical equipment, which are considered as reserved technical equipment, as amended, as well as possible legislation (regulations) that will replace it in the future.

"Regulator" shall mean the Regulatory Authority for Electronic Communications and Postal Services of Slovak Republic ("Úrad pre reguláciu elektronických komunikácií a poštových služieb").

"Remuneration" shall mean the overall term for all and every remuneration, prices, payments and fees regardless to its name (including the Lump fee and Tariff fee) which the Client is obliged to pay to the Provider for providing the Service under this Contract excluding the Installation fee. The amount of Remuneration is determined in the Service Specification and/or in the Price List for the respective type of serverhousing service.

"reserved electrical capacity" shall mean a numerical indication of a physical quantity - electrical active power - with a dimension - kiloWatt (kW) and / or a numerical indication of a physical quantity - electric current - with a dimension -

Ampere (A); part of the definition of reserved capacity is the voltage system (eg 3x400 / 230V 50Hz), on which the reserved capacity is provided.

"Reserved Capacity Fee" is a fee for electric circuit-breaker and reserved electrical capacity intended to supply the Server, Client's Equipment or Client's Hardware, eventually other Client's devices, with electricity; the Reserved Capacity Fee is a PRE-PAID fee.

"RONI" is the Regulatory Office for Network Industries of Slovak Republic ("Úrad pre reguláciu sieťových odvetví")

"Server" shall mean a technological device or a set of technological devices (hardware and possibly also software), which are physically located in one or more Data Centers, using electricity power supply and data supply, i.e. internet connection; depending on the agreed type of serverhousing service in the Service Specification, this may be the Client's Server or VNET Server (including Virtual Server).

"Service" or **"Services"** shall mean all services and performances (electronic communication services and Other services) provided by the Provider to the Client on the basis of the Contract; these are specified particularly in the Service Specification and, if it is the case, further described in the Special Provisions of GT dealing with the specific type of serverhousing service designated in the Service Specification.

"Service Specification" shall mean Article A4 in Part A of the actual Contract which specifies the substantial legal, technical and financial terms and parameters of Service (e.g. type of provided serverhousing service, identification of the DC of Connection location, parameters (esp. technical) of the Server or other devices, Remuneration or its part, the Installation fee, the billing period, Minimum Term, fees for transferred data, length of notice period, information about a Superior contract, etc.). The Service Specification may include Other arrangements and Informative text (or reference that they are included in Part C of the Contract).

"SLA" shall mean a document presented on the VNET Website named as "SLA" or "*Service Level Agreement*" which defines the quality of individual types of services provided by the Provider including the time for beginning of service (maintenance) works. SLA in its effective wording forms an integral part of the Contract to the extent related to services provided under the Contract.

"Special Provisions of General Terms" or **"Special Provisions of GT"** shall mean the provisions of Articles XXVIII. to XXXIII. of these General Terms, which are applicable only in regard to the respective type of serverhousing service described in such Article; these Special Provision of GT shall have precedence over the General Provisions of GT.

"Statutory representatives" shall mean natural persons acting as a statutory body (or members of a statutory body) of the Client - a legal entity - who are authorized to act on behalf of the Client in accordance with the respective provisions of the Commercial Code. Unless evidence of the contrary is presented to the Provider, the persons currently entered in the Commercial Register as the Client's statutory representatives/bodies shall be deemed to be the Client's statutory bodies and authorized to act in the manner specified in the Commercial Register. If the Client is a natural person, it shall be deemed for purposes of this Contract that the Client itself is the Statutory representative.

"Storage Fee" shall mean a remuneration of the Provider for the storage of Client's Server, Client's Equipment or other Client's devices in the DC (and for the physical protection of them) which is already contained in the Lump fee (for respective type of serverhousing service). If these GT do not state otherwise, the Storage Fee shall represent 10 % of the Lump fee excl. VAT. The Provider is entitled to increase the Storage Fee in cases specified in Art. XIV. of these GT above the 10 % of Lump fee excl. VAT; the exceeding amount of Storage Fee may be invoiced either within an increased amount of Lump fee or as a separate item (fee) on the invoice. The Storage Fee is a PRE-PAID fee (either if invoiced separately or as a part of Lump fee).

"Superior contract" shall mean another contract (different from the Contract) concluded by the Parties which is explicitly stated in the Service Specification in section named usually "*Superior contract*" (if it is the case) and is defined usually by the number of such contract; the Contract may not have any Superior contract (the Superior contract is optional).

"Take-over Protocol" shall mean a written protocol signed by the Parties usually upon installation of the Service, or handover of the Client's devices (e.g. Client's) Server to the Provider, respectively upon its return to the Client after termination of the Contract, or by handing over the respective place in the DC to the Client's disposition and when

performing similar acts. The Take-over Protocol may contain additional particulars such as e.g. specification of Client's Server, etc. Unless the Take-over Protocol states otherwise, by signing the Take-over Protocol, the Parties confirm that the Service was properly established (installed) by the Provider on the day of signing the Take-over Protocol.

"**Tariff fee**" shall mean the Provider's remuneration (as a part of the overall Remuneration) for all performances rendered within the Service, where their price depends on variable factors or measurable items (such as amount of transferred data, consumed electricity, value of equipment, etc.). Tariff fee includes the prices for performances included in the section of Service Specification usually named as "*Tariff fees*:" (or similarly), and, if the Service Specification does not stipulate otherwise, it contains all Fees, which are not fixed and where the amount depends on variable factor and/or are considered as POST-PAID fees (e.g. Electricity Consumption Fee, Data Connectivity Tariff Fee, etc.). If the Service Specification does not state explicitly the actual height of the Tariff fee (or the relevant Fees) or if it explicitly refers to the Price List, the Tariff fee (and its Fees) shall be determined by the effective Price List (unless these GT explicitly state that by the Price List effective as to the date of signing the Contract). Tariff fee is part of the Remuneration the Provider is entitled for in respect to the provided Service.

"**Tariffed services**" are services and performances (as part of the Service) for which the Client shall pay the Tariff fees, especially those included in the Service Specification in section usually named as "*Tariff fees*", and for which the Client shall pay Fees which are not considered to be part of the Lump fee.

"**Technical operations**" shall mean operations pertaining exclusively to the technical aspects of the provided Service and the provision of information about the provided Service, including information about payments (already paid fees and outstanding fees) between the Client and the Provider. The scope and nature of available Technical operations are determined exclusively by the Provider. Technical operations shall not be any legal acts pertaining to the validity and effect of the Contract, duration of the Contract, nature of the provided Services, the price of Services (Remuneration), amendments to the Contract, changes of the General Terms or any other dispositional acts regarding the Contract. Appointment of an Account manager or Other authorized person is not deemed to be a Technical operation.

"**Virtual Server**" is a virtual (i.e. physically unseparated) part of VNET Server with a certain capacity and technical parameters, which is electronically set aside (separated) for the exclusive use of the Client on the basis of the Contract, where the "Virtual Serverhousing" type of service is agreed.

"**VNET**" is the company VNET a.s., with registered office at: Nám. Hraničiarov 39, 851 03 Bratislava, Slovak Republic, corporate ID: 35 845 007, registered in the Commercial Register maintained by the District Court Bratislava I, section: Sa, file: 3916/B.

"**VNET Group**" shall mean the following companies:

- the Provider,
- all VNET Subsidiaries,
- all legal entities in which VNET has a direct or indirect equity participation (shareholding) regardless of the percentage of such share; equity participation of VNET Subsidiaries or their respective subsidiaries or controlled entities pursuant to § 66a of the Commercial Code in the respective legal entity shall also be deemed indirect property participation of VNET.

"**VNET Network**" shall mean the electronic communication network in the ownership, usage, operation, management or rent of/by VNET.

"**VNET Server**" is a Server owned by the Provider.

"**VNET Subsidiary**" shall mean a company in which VNET has a property participation in the form of a business or equity share, regardless of the percentage of such share, as well as any company with regard to which VNET is in the position of a controlling entity pursuant to § 66a of the Commercial Code.

"**VNET Website**" shall mean the website of VNET on the following internet domain address: "www.vnet.sk".

"**ZRPVS**" shall mean act No., 315/2016 Coll. on register of public sector partners, as amended.

Article II. Introductory Provisions and Interpretation Rules

- 2.1 The Provider is a company incorporated in accordance with the laws of the Slovak Republic having its registered seat in the territory of the Slovak Republic. The Provider is deemed to be an telecommunication operator within the meaning of Sec. 5 (1) of the Act.
- 2.2 The Client is a natural person or a legal entity that has concluded a Contract with the Provider, by doing which the Client accepts these General Terms as an integral part of the Contract by which the Client is bound from the date of signing the actual Contract. By signing this Contract by both Parties a legal relationship was set up which content is stated in the actual Contract, these General Terms in their effective wording, Take-over Protocol, Price list in its effective wording (unless these GT state otherwise), SLA in its effective wording (unless these GT state otherwise) and provisions of general legislation of Slovak Republic, esp. of the Act.
- 2.3 Integral parts of the Contract (in its completeness) are the following documents: the actual Contract (its Part A, Part B and eventually Part C if it is the case), these General Terms in its effective wording, Price list in its effective wording (unless GT state otherwise) and SLA in its effective wording (unless these GT state otherwise). For the sake of clarity, the "*effective wording*" of the above mentioned documents (General Terms, Price list and SLA) means their effective wording (in force) in respective time, i.e. including possible future changes and amendments which may occur after concluding the Contract.
- 2.4 In the case of any discrepancy between the actual Contract and these General Terms, the provisions of the actual Contract shall apply and shall have precedence over the provisions of these General Terms. In addition, provisions of the actual Contract shall have precedence over provisions of any and all other integral parts of the Contract as well as the Take-over Protocol.
- 2.5 Special Provisions of GT shall have precedence over the General Provisions of GT.
- 2.6 The rights and obligations of the Parties contained in Other Arrangements (if it is the case) shall have precedence over any and all other provisions of the Contract including all its integral parts; this is applicable only if the same text of Other Arrangements is included on both originals of the actual Contract (the one of the Client and the one of the Provider). Should the Other Arrangements be specified in Part C of the actual Contract, the Other Arrangements shall be valid and effective only if Part C in signed by both Parties. Specification of rights and liabilities included in Other Arrangements is applicable solely in regard to the Service provided under this Contract and has no effect in regard to rights and obligation of the Parties based on other agreements or in respect to other services provided outside of the scope of this Contract.
- 2.7 Text included in the Service Specification under section named "*Informative text:*" (if it is the case) is not legally binding for the Parties and has only informative non-binding character; it usually contains technical information which may change in time, etc.
- 2.8 Unless these General Terms state otherwise or the nature of the matter suggests otherwise (e.g. clause 2.4, this clause, etc.), it shall be deemed that the term "Contract" used in these General Terms also includes these General Terms as well as all other integral parts of the Contract. Where the term "actual Contract" is used within these GT, it shall mean only the Part A and Part B (and eventually Part C if it is the case) of the Contract without these General Terms and without any other parts of the Contract.
- 2.9 If the Service Specification explicitly indicates a Superior contract, this Contract shall have no effect as to the content, term or other aspects of the Superior contract. Signing this Contract shall mean no change or amendment as to the Superior contract.

Article III. Subject matter of the Contract

- 3.1 The subject matter of the Contract is, on one hand, the Provider's obligation to provide the Client with the type of serverhousing service specified in the Service Specification (with more detailed specification of rights and obligations

of the Parties included in the Special Provisions of GT for the respective type of serverhousing service) according to the Service Specification and this Contract and, on the other hand, the Client's obligation to pay to the Provider the agreed Remuneration, eventually also the Installation Fee, and perform all other obligations under this Agreement, including these GT.

- 3.2 Unless the Special Provisions of GT or the actual Contract state otherwise, the subject matter of provided Service is also the Provider's obligation to provide the Server with data connection to the internet (as an electronic communication service). The Contract may include also provision of Other services, in particular depending on the type of serverhousing service agreed in the Service Specification.
- 3.3 Within the scope of providing the Server / Rack with data connection to the Internet (which is considered to be an electronic communication service) the legal relations of the Parties shall be governed, in addition to the Contract, also by the Act. Within the scope of the Other Services provided under the Contract (which are not considered to be an electronic communication service) the legal relations of the Parties are not governed by the Act, but solely by the Contract and generally binding legal regulations of the Slovak Republic, especially the Commercial Code or Civil Code
- 3.4 The provided Service does not include protection against potential internet threats directed against the Client or the Client's Server or Client's Equipment (e.g. viruses, SPAM, and other threats) related to the nature of the open character of the internet.

Article IV. Rights and Obligations of the Provider

- 4.1 The Provider shall have the right to refuse to sign a contract on provision of electronic telecommunication service with the Interested party, if conditions of § 43 (1)(c) of the Act shall apply, i.e.:
- a) provision of requested service on requested location or in requested scope or quality is not technically possible or is technically possible only with inadequate high costs, or
 - b) the Interested party does not guarantee the fulfillment of the contract due to being a debtor of the Provider or any other operator, due to previous termination of / withdrawal from any contract with the Interested party by the Provider or other operator, or due to fact that the Interested party is included in the list of debtors under specific legislation, or
 - c) the Interested party does not agree with provisions of the contract on provision of respective services, including all parts of the contract, i.e. the Interested party does not agree with the complete text of the actual contract, these GT, Price list or SLA, offered/submitted by the Provider.
- 4.2 The Provider shall have the right to refuse to sign a contract on provision of electronic telecommunication service with the Interested party also in the following cases:
- a) the Interested party, prior to signing the contract, fails to provide the Provider with any of the Client's Identification Data,
 - b) the Interested party does not guarantee the fulfillment of the contract due to having any current or past overdue payables towards the Provider or any of the companies being part of the VNET Group, regardless of the amount and nature of such overdue payables, or if the Interested party is an Linked party of another person which has or had any overdue payables against the Provider or any of the companies being part of the VNET Group, regardless of the amount and nature of such payables,
 - c) the Provider has a justified doubt that the Interested party will not be able to meet all its obligations towards the Provider in a due and timely manner or that the Interested party will use the services provided by the Provider for performance of activities contrary to the Slovak legislation or legislation of another country; if the Interested party or its Linked party has been involved in such activities in the past, this shall always be deemed to be a justified doubt,
 - d) the Interested party does not guarantee the fulfillment of the contract due to being in execution, enforcement proceedings, liquidation, bankruptcy, restructuring or undergoes bankruptcy or restructuring proceedings,
 - e) the person who intends to sign the contract on behalf of the Interested party is not an individual authorized to act on behalf of the Interested party, or the Provider has a justified suspicion that such person is not authorized to act on behalf of the Interested party; this provision also relates to the statutory representatives

of legal entities and individuals authorized to act on behalf of the Interested party by virtue of a power of attorney. The following shall always be deemed to be a justified suspicion: the person who intends to sign the contract on behalf of the Interested party is not the statutory representative authorized to act or act in the respective manner on behalf of the Interested party according to the Interested party's current internet abstract from the Business Register or other similar register; the person who intends to sign the contract on behalf of the Interested party presents a power of attorney with no official (notary) certified authorization,

- f) another person acting on behalf of the Interested party intends to sign a contract by virtue of a power of attorney without an officially (notary) certified authorization, or
- g) the Interested party (or when amending the Contract the Client) fails to identify itself in the requested manner (e.g. by PIN or single code) or when the Provider shall have a reasonable suspicion that it had been provided by incorrect identification information.

4.3 The Provider shall be obliged:

- a) to obtain and verify the Interested party's (Client's) identification data within the scope specified in § 56(3)(a) of the Act,
- b) to connect the Client (resp. the Server) to the internet at the Connection location within 30 days from the date of signing the Contract, unless the Special Provisions of GT state otherwise,
- c) to provide the Service to the Client in the manner, scope and under the terms specified in the Contract and the legal regulations of the Slovak Republic,
- d) to notify the Client in writing, by e-mail, by SMS or by telephone at least one month in advance of substantial change in the contractual terms and conditions related to the provision of electronic communication services provided under the Contract (pursuant to § 43(2)(c) of the Act and further provisions of these GT) and at the same time inform him in this case about his right to withdraw from the Contract without any sanctions if he does not accept these changes; the Provider's notification duty shall also be fulfilled by notifying the Client that there has been a substantial change in the contractual terms and conditions within the scope of the provided electronic communication service and where the Client may become acquainted with the content of the substantial change; the provisions of this clause do not apply to changes in contractual terms to the extent of the provision of Other Services that are not an electronic communication service;
- e) to keep records of the Client's data within the scope pursuant to § 56(3)(a) of the Act; and
- f) to notify the Client in advance of any scheduled maintenance, repairs, revisions, service works or other modifications pertaining the VNET Network, during which the Service could be limited or interrupted; such notification may be sent in electronic form to the Client's Contact E-mail or in other form.

4.4 The Provider shall have in particular the right:

- a) to demand a due and timely payment of Remuneration and Installation Fee in the amount and in the manner as agreed in the Contract including these GT;
- b) to claim compensation of direct damage inflicted to the VNET Network, VNET Server, Rack or any other Provider's device or Provider's property;
- c) to claim compensation of any loss profit and any indirect/subsequent damage caused to the VNET (e.g. by damaging other persons's property or equipment or by damaging VNET's property where other persons' data or software was stored/installed);
- d) to have returned any borrowed Provider's device and things after termination of the Contract;
- e) to refuse to conclude a contract due to the reasons stipulated in Sec. 4.1 and 4.2 of GT hereabove;
- f) to request from the Interested party / Client, its statutory body or authorised representative either when signing the Contract or any time during the term of the Contract, submission of his/her ID card, make a copy of such ID card or scan it by electronic means in order to verify the data which were provided by the Interested party/Client to the Provider;
- g) to amend the GT, Price List and SLA;
- h) to interrupt or limit the provision of Service for the purpose of maintenance works, repairs and services on VNET Network to the extent up to 16 (sixteen) hours in each calendar month without any decrease of Remuneration to which the Provider is entitled (if SLA does not stipulate otherwise); the Provider shall perform these maintenance works usually in time period between 10 p.m. and 6 a.m. (if technically possible),
- i) to be provided with cooperation from the Interested party/Client which is necessary for Service installation under the Contract;
- j) upon a request of the Police of the Slovak Republic, Slovak Information Service, court, prosecutor, other criminal law enforcement authorities or other Slovak state authority, to delete any and all content (data) of

the Client or of third parties placed/installed on the Server, also without any previous notification to the Client (in such a case the Provider shall not be responsible for eligibility, equality, procedural or other requirements of the received request from the above mentioned authorities);

- k) upon a request of the Police of the Slovak Republic, Slovak Information Service, court, prosecutor, other criminal law enforcement authorities or other Slovak state authority, to secure the content (data) of the Client or other third parties placed/installed on the Server (and hand over such content/data to these authorities upon their request), also without any previous notification to the Client, or dispose of the content of the Server (data) in other manner pursuant to the request received from the above mentioned authorities;
- l) to perform necessary repairs, maintenance works, revisions and other interventions to the Server and on VNET Network, while during these performances the Client shall be obliged to endure the limited availability or unavailability of the Service;
- m) pursuant to Sec. 8.34 of these GT to destroy the Client's Server, Client's Equipment or the Client's Hardware, including data and software placed on them, if the Client does not collect them even within 3 months from the date of termination of the Contract; or
- n) execute the rights stipulated in the EaOR.

4.5 If the Service is being misused, the Provider shall have the right to temporarily interrupt or limit the provision of the Service until the misuse stops or relevant technical measures are adopted to prevent such misuse. In such a case the Provider is entitled to temporarily interrupt or limit the provision of the Service instantly even without previous notification to the Client. Misuse of the Service in the scope of this provision, eventually occasions when Provider shall be entitled to temporarily interrupt or limit provision of the Service, shall include (but not be limited to) the following cases:

- a) saving, installation or using of illegal software on the Server,
- b) saving of content (data) on the Server (or sending data from the Server), which is not (or have not been acquired) in accordance with the legislation of the Slovak Republic or other country; this shall include also cases when there is simple suspicion that the content (data) on Server are /were installed contrary to the Slovak legislation,
- c) saving of content (data) on the Server (or sending data from the Server), which is grossly offensive, unethical, unlawfully interfering with the rights and legitimate interests of third parties, false or otherwise unfair, or if there is a suspicion that such data is saved on the Server,
- d) sending of computer viruses or other malware/electronic applications; the Client shall be responsible for securing the Client's Server against computer viruses and other malware/electronic applications so that they cannot be sent/spread forward, e.g. through electronic mail or any other way, to the internet,
- e) attempts to overload the VNET Network,
- f) SPAM distribution,
- g) support of, providing space for, or becoming involved in any illegal or inappropriate activity including, but not limited to, the transfer of obscene or offensive communication or information, unauthorized infringements of copyright law, the hacking, publishing or distribution of offensive information or materials and similar,
- h) breaches of system or network security through attempts to illegally obtain access to data, systems or networks, or through using them, including any attempts to check, verify or test the system's or network's vulnerability, or attempts to breach any security measures or break control access measures without the explicit previous written consent of the system's owner or network's owner (including the VNET Network),
- i) usage of the Services to perform criminal activities or activities contrary to the Slovak legislation or legislation of another country,
- j) if the Provider shall be asked to do so in a written (or email) request of the Entitled Authority, no matter to the reasons, facts or truthfulness of the information given in the request of the relevant Entitled Authority,
- k) failure to comply with the Provider's request to leave the premises of DC, or
- l) breaching the EaOR (if the Client is granted access to the DC under the respective type of Service).

4.6 If the due Remuneration or a part thereof has not been paid to the Provider within the due date in accordance with the Contract and these General Terms, the Provider shall have the right to temporarily interrupt (stop) or limit the provision of the Service until the outstanding amount has been fully paid or until the Contract is terminated. The Provider may temporarily interrupt or limit the provision of the Service in accordance with this provision only after duly notifying the Client and after the lapse of a reasonable time period for making the payment. The Parties have agreed that a due notification within the meaning of this section and § 43(1)(d)(2) of the Act shall be deemed issued/sent when the notification of Service interruption is sent by the Provider in electronic form to the Client's Contact E-mail, including sending of payment reminder via email. The Parties have also agreed that a reasonable time

period for payment within the meaning of this section and § 43(1)(d)(2) of the Act shall be deemed to be a period of 5 calendar days from the date as of which the notification specified in this clause has been sent to the Client's Contact E-mail. The Provider shall have the right to temporarily limit the provision of the Service without any prior notification at the very moment when the Client is in default with the payment of the Remuneration or a part thereof (i.e. the payment is overdue). The Parties have agreed that the scope of limitation of provision of the Service by the Provider pursuant to this clause shall not be limited by anything, and is completely at the discretion of the Provider. The limitation may, for example, be performed by decreasing the speed of data transfer to the Server / from the Server, blocking the access for the Client or its authorised persons to the DC (where the Client's Server or Client's Equipment is located), etc.

4.7 The Provider shall also have the right to temporarily interrupt (stop) or limit the provision of the Service due to Client's substantial violation of contractual terms other than those specified in Sec. 4.5 and 4.6 of this Article of the General Terms. The Provider may temporarily interrupt the provision of the Service only after duly notifying the Client in advance. The Parties have agreed that a due notification as described in this sections and in § 43(1)(d)(3) of the Act shall be deemed issued when the notification of Service interruption was sent by the Provider to the Client's Contact E-mail. However, the Provider may limit the provision of the Service even without a prior notification and in accordance with this clause as soon as the Client breaches the contractual terms in a substantial manner. The Parties have agreed that the scope of limitation of the Service pursuant to this clause shall not be limited by anything and is completely at the discretion of the Provider. The limitation may, for example, be performed by decreasing the speed of data transfer to the Server / from the Server, blocking the access for the Client or its authorised persons to the DC (where the Client's Server or Client's Equipment is located), etc.

4.8 Since the Provider is entitled to interrupt or limit the provision of Services under clauses 4.5 to 4.7 of this Article, such periods of allowed interruptions or limitations shall not be deemed to be periods when the Service is not provided duly (no default of Service provision occurs) and shall not be counted for time of Service unavailability. For the same reason, such allowed interruptions or limitations under clauses 4.5 to 4.7 of this Article shall not be taken into account when calculating SLA (i.e. Service availability), planned maintenance interruptions of Service or when calculating the minimum accessibility of the Service. Interruptions and limitations performed under clauses 4.5 to 4.7 shall have no effect as to the Client's obligation to pay the complete Remuneration in full amount also for/during such periods.

4.9 The Parties have also agreed that a substantial breach of contractual obligations of the Client pursuant to Sec. 4.7 in this Article and to § (43)(1)(d)(3) of the Act shall be deemed in particular:

- a) breaching of Client's obligation set forth in Article V. Sec. 1 letters a), c) or g) of these GT,
- b) distribution of viruses or SPAM from the Server by the Client or any other person other than Provider, or from Client's Equipment,
- c) if the Client is granted an access to the DC, failure to comply with any of the obligations which the Client or its authorised person shall follow when entering the DC pursuant to Art. XIII. of these GT,
- d) failure to comply with any of the obligation set forth in the Entry and Operation Rules either by the Client or by its authorised person for DC access, including the failure to obey the Provider's request to leave the premises of DC immediately,
- e) Client's refusal to sign the Take-over Protocol,
- f) failure to perform necessary cooperation by the Client needed to install the Service,
- g) failure to notify of a change in the Client's Contact Address or the Client's Contact E-mail,
- h) repeated failure to deliver a postal consignment at the Client's Contact Address,
- i) submission of incorrect Client's Identification Data or a failure to notify in a timely manner of a change of the Client's Identification Data,
- j) cancellation of the Client's Contact E-mail without sending a due and timely notification of the new Client's contact e-mail address to the Provider; the Client's Contact E-mail shall always be deemed cancelled when an e-mail message sent by the Provider to the current Client's Contact E-mail returns as undelivered,
- k) usage of the Service provided to activities which are contrary to the Slovak legislation or legislation of another country, or
- l) failure to pay the Installation fee,
- m) breaching the EaOR and/or other failure to comply with any other obligations stated in Art. XIII. of these GT (if the Client is granted access to the DC under the respective type of Service).

4.10 Notwithstanding the other provisions in this Article of GT, the Provider shall have the right to immediately limit or interrupt (stop) the provision of Other services, even without prior notice, if the Client fails to pay the due

Remuneration or Installation fee (or their part thereof) within the due date or if the Client fails to comply with any obligation stated in the Contract including these GT (e.g . in Sec. 4.9 or Article V. of GT), in the EaOR, in the Act or other generally binding legal regulations.

- 4.11 The Provider reserves the right, without prior notice, to immediately limit or interrupt (stop) the provision of the Service in whole or in part, to prevent the Client to access the content (data and software) saved on the Server, to remove the content (data and software) of the Client or third parties saved on the Server, or not allow the Client to access the DC, if such an act or obligation is or will be imposed on the Provider by law of the Slovak Republic or by decision, instruction, request or other act of the state authority of the Slovak Republic, especially by the Police, Slovak Information Service, court, prosecutor or other authorised state authority.
- 4.12 The Provider shall be entitled without any limitation and at any time to perform a transfer of this Contract (all rights and liabilities arising from this Contract as a whole) upon a third person as acquirer which shall step into the legal position and rights and obligations of a Provider arising from of this Contract and provided that no change in the actual contents (scope) of the rights and liabilities in between the Provider and Client occurs. By signing this Contract the Client gives his/her explicit consent with such a transfer. The Provider shall inform (electronic form is sufficient) the Client of such transfer no later than 2 months after the transfer comes to force (transfer is effective). Delivery of an invoice of the acquirer to the Client shall be deemed as notification of the Provider within the meaning of previous sentence. For the sake of clarity, such a transfer shall be in respect to the monetary and non-monetary rights (receivables) of the Provider towards the Client be considered to be an assignment of current and future claims under § 524 and following of the Civil Code and with respect to the liabilities (especially liability to provide the Service) for a take-over of liabilities under § 531(1) of the Civil Code. The consent of the Client with the transfer as stated in this section shall be deemed to be a consent of the creditor within the scope and meaning of § 531 (1) of the Civil Code.
- 4.13 The Provider is not obliged to conclude a contract with an Interested party if the scope of such contract is not provision of electronic communication service.

Article V. Rights and Obligations of the Client

- 5.1 The Client shall be obliged:
- a) to use the Service in accordance with the Act, Contract incl. these GT and all Sloval legislation,
 - b) to refrain from saving any content (data) on the Server or Client's equipment, which is (or has been acquired) contrary to the Slovak legislation,
 - c) to refrain from saving, storing, installing or using of any illegal software on the Server,
 - d) to pay to the Provider the agreed Remuneration and Installation fee in the amount and manner as agreed in the Contract incl. these GT,
 - e) to notify Provider without undue delay of any defects or VNET Server (f VNET Server is within the scope of the Service),
 - f) to notify the Provider without undue delay of any failures, outages, restrictions or any other defects of provided Service, in a manner described in these GT,
 - g) to notify the Provider immediately, however, no later than within 5 days, of any and all changes in the Client's Identification Data, Client's Contact Address or Client's Contact E-mail,
 - h) not jeopardize, impair or breach the security and integrity of the VNET Network,
 - i) to endure limited Service availability or Service unavailability within the time period and scope necessary to carry out repairs, maintenance, service, revisions and other modifications to the VNET Network, of which the Client was duly notified by the Provider in advance via an e-mail sent to the Client's Contact E-mail or in another way; during this time period the Client shall not be entitled to claim any Remuneration discount,
 - j) if the scope of the Service includes the Client's Server or Client's Equipment within the type of service rackhousing, and in the event that only one branch of the power supply and/or data connectivity leads to the Client's Server/Equipment, the Client itself is obliged to connect the Client's Server/Equipment to the second branch of the electricity supply and/or second branch of data supply before every announced scheduled repair, maintenance, revision or other intervention works to the VNET Network, all that within the time specified by the Provider for restart of the servers; the Provider shall not be liable to the Client wither for any outages or limitations of the Services or for any damages caused to the Client (including lost data) if the Client fails to fulfill its obligations under this provision,

- k) to sign the Take-Over Protocol (if applicable),
- l) to read the Memorandum when signing the Contract, or before signing the Contract if possible,
- m) to acquaint all persons who will communicate or act towards the Provider in the name of the Client (e.g. employees, statutory representatives, authorised representatives, subcontractors, etc.) with the Memorandum before the very first contact with the Provider,
- n) to process and protect all personal data which the Provider submits to the Client while performing the Contract (e.g. personal data of Provider's employees) in accordance with the PDA and GDPR, to fulfil all obligations stated in the PDA and GDPR, to refrain from disclosing them to any third party and to notify the Provider instantly in case of any breach of their protection,
- o) to comply with all obligations set forth in the Entry and Operation Rules and to ensure that all Client's authorised persons for DC access will comply with them (in case the Client is granted access to the DC with respect to the type of serverhousing service),
- p) to provide the Provider or its authorised persons all cooperation necessary for time and duly installation of the Service,
- q) to allow the Provider (by concluding the contract) to verify the Client's Identification Data by submitting the identification card of the Client (or the person concluding the contract in the name of the Client) and allow the Provider to make a copy and/or scan of it, eventually to send the Provider a copy or a scan of such document together with a signed draft of the contract (by distant conclusion of the Contract), and
- r) comply with all obligations stated in the Contract incl. these GT.

5.2 The Client is not entitled to transfer any receivable against the Provider upon a third person without previous written consent issued by the Provider.

5.5 The Client is not allowed to set off unilaterally any of its receivables or claims (existing or future claims) against the Provider's claims.

Article VI. Remuneration and Payment Terms

6.1 The Client shall pay to the Provider for the provided Service the agreed Remuneration. Based on the type of serverhousing service as stated in the Service Specification, the Remuneration may consist of Lump fee payment and/or of the Tariff payments and/or of other Fees, etc. The amount of Remuneration for Services provided is specified in the Service Specification and, eventually, in the Price List. If the Service Specification does not explicitly state the exact (numerical) amount of Remuneration or any of its part (e.g. Tariff fee or Fees), the Remuneration or its part (e.g. Tariff fee and Fees) shall be calculated according according to the Price List in its effective wording. If the prices for identical services or identical items stated in the Price List and in the Service Specification shall differ, the prices stated in the Service Specification shall have precedence (this applies to identical services with identical technical and all other parameters).

6.2 The Client shall pay the agreed Remuneration from the First Chargeable Day. The first billing period for billing of Remuneration starts at the First Chargeable Day (including such a day). The Provider may (but is not obliged) to issue invoices to the Client even before the First Chargeable Day, which shall include no payable amount.

6.3 Unless stipulated otherwise in the Service Specification, the billing period shall be one month, whereby, if the Provider does not determine otherwise, the first and all subsequent billing periods shall last one month. If the Service Specification does not state otherwise, the amount of Lump fee stated in the Service Specification corresponds to the period of Service provision for one month, no matter how long the billing period is. For the invoicing purposes the Lump fee shall be considered as a PRE-PAID fee and the Provider's claim for its payment for any billing period arises on the very first day of the respective billing period.

6.4 The Provider is entitled to fix unilaterally that the billing periods shall correspond with calendar months. In such a case, the first billing period shall expire on the last day of the calendar month when the First Chargeable Day occurred. Consequently, all following monthly billing periods shall be identical with the calendar months (if the change of billing period occurs throughout a billing period). If the Provider decides to fix the billing period as described above after the first billing period is over, the billing period when the Provider made the change shall be adequately shortened and shall expire by the last day of that relevant calendar month; consequently, all following billing period shall be identical with calendar months. The Provider is entitled to change the billing period in the above described manner any time

during the Contract term without previous notification to the Client. The change of billing period may be performed by the Provider also implicitly, e.g. by issuing an invoice for respective time period for which the Remuneration or its part is being invoiced (e.g. issuing of invoice as of the first or last day of a calendar month).

- 6.5 If, pursuant to the Service Specification, the billing period is a quarter, a half-year or a year, the first billing period shall end on the last calendar day of the given quarter, half-year or year in which the First Chargeable Day occurred; the first billing period shall be shortened proportionately.
- 6.6 The second and all subsequent billing periods shall have the same length as the billing period specified in the Service Specification. The last billing period may be proportionately shortened and shall be the time period from the first day of the last billing period to the day of Contract termination.
- 6.7 The Provider shall have the right to invoice the Client all PRE-PAID fees for the entire billing period from the very first day of the respective billing period (inclusive). Unless the respective invoice or rigid provisions of legislation do not stipulate otherwise, the first day of the respective billing period shall be the day of taxable supply. Without regard to other provisions of General Terms, the Provider's legal claim for payment of PRE-PAID fees occurs at the very moment of beginning of the relevant billing period.
- 6.8 The Provider is entitled to invoice the POST-PAID fees for any billing period immediately after the respective billing period is over.
- 6.9 The Provider shall have the right to invoice on one invoice document both the PRE-PAID prices as well as the POST-PAID prices which would refer to different billing periods (e.g. Lump fee for one billing period together with a Tariff fee for Tariffed services for previous billing period).
- 6.10 If these Special Provisions of GT do not state otherwise, for the purposes of invoicing the following fees shall be considered as POST-PAID fees: Tariff fee (including Electricity Consumption Fee and Data Connection Tariff Fee). Unless the Special Provisions of GT state otherwise, all other parts of Remuneration (not included in the previous sentence) shall be considered as PRE-PAID fees for the invoicing purposes; this shall apply especially for Lump fee, Rack Fee, Reserved Capacity Fee, Data Connectivity Lump Fee, Licence Fee and Storage Fee.
- 6.11 The Provider is entitled to decide and fix unilaterally (especially in case the Client is or has ever been in delay with the payment of Remuneration or its part) that the Remuneration shall be invoiced as an advance payment (pro-forma invoice) equal to the entire amount of Remuneration and respective VAT. Followingly, only after such pro-forma invoice for advance payment is paid to the Provider in complete, the Client shall send to the Client a regular invoice which will take into account the already paid advance payments. The day of taxable supply for VAT purposes shall be in such a case the day of issuing the regular invoice by the Provider. Other provisions of these General Terms regarding due date and delivery of pro-forma invoices shall be applicable adequately.
- 6.12 Based on the type of serverhousing service provided and if the Parties agreed so explicitly in the actual Contract (usually in Service Specification) the Remuneration may be paid also in a PAYG form of payment. In such a case the date of taxable supply shall be deemed to be the day of Credit payment or Credit charging. If the subject matter does not require otherwise, in case of PAYG form of payment the provisions of these General Terms regarding billing period, PRE-PAID prices and POST-PAID prices are not applicable, or are applicable only in restricted and adequate extent if the case may be. When using the PAYG form of payment the delay of the Client with the payment of Remuneration starts at the moment of provision of the Service or its part by the Provider while the Client ran out of his Credit (i.e. the Credit is negative or 0,- EUR). The same applies (and shall be deemed as a failure to pay the Remuneration) also for application purposes of Sections 4.6 and 8.14 (b) of these General Terms. By using the PAYG form of payment, a duly notification for the purposes of Sec. 4.6 of GT and § 43(1)(d)(2) of the Act shall be deemed also an information (sent in a form of email message or SMS) that the Client's Credit reached a specific minimum limit (determined by the Client for each type of service provided), as well as a notification that the Credit is close to its running out.
- 6.13 The invoice shall be made in accordance with all valid accounting and tax regulations and this Contract.
- 6.14 The Provider undertakes to send the invoice to the Client in written form to Client's Contact Address or in electronic form to the Client's Contact E-mail, whereby the Provider's obligation to deliver the invoice to the Client shall be deemed to be met when the invoice is sent by either of these two methods. In accordance with the above, the Parties

have explicitly agreed that the Provider is allowed to send invoices to the Client only in electronic form (e.g. in PDF format) to Client's Contact E-mail and without certified/qualified electronic signature of the Provider.

- 6.15 The Parties have explicitly agreed that should the invoice be delivered to the Client in electronic form, or both in electronic and written form, the invoice shall be deemed to be delivered to the Client on the day as of which the Provider sent the invoice in electronic form to the Client's Contact E-mail. Should the invoice be only delivered in written form, it shall be deemed delivered to the Client on the second business day following the day as of which the Provider posted the letter with invoice at a post office.
- 6.16 The Parties have agreed that invoices will be due within 14 days from the date as of which the invoice was delivered to the Client under clause 6.15 hereinabove of these General Terms.
- 6.17 Unless otherwise specified by the information indicated on a particular invoice, the Client shall make the payment by bank transfer or cash deposit to the Provider's bank account specified on the respective invoice and stating the variable symbol indicated on the respective invoice. If there is no variable symbol on a particular invoice, the Client shall use the invoice number as the variable symbol when making the payment.
- 6.18 If the Client's payment is not identified by the variable symbol according to the invoice, or if the identification is incorrect and it will not be possible to determine from the received payment which particular monetary obligations the Client intends to settle (pay), such unidentified payment shall be used to settle the Client's first due obligation, first its accessories (interest, late interest) and then its principal.
- 6.19 The Client's monetary obligations shall be deemed to be fulfilled at the moment when the amount is credited to the Provider's bank account.
- 6.20 The Provider shall have the right to unilaterally set off any mutual receivables existing between the Parties, even those which have expired or which shall become due in the future.
- 6.21 The Provider shall not be entitled to any Remuneration for the period of time from the date of concluding the Contract until the First Chargeable Day. Provisions of previous sentence are not applicable as to the Installation fee.
- 6.22 The Provider's legal claim for Installation fee occurs as of the day of concluding the Contract. The Installation fee may be invoiced to the Client either by a separate invoice before the Day of Service Installation or before the First Chargeable Day or within the invoice for the first billing period. The Installation fee shall be payable/due as stated in the respective invoice.
- 6.23 The Provider reserves his right to install the Services and hand it over to the Client only after the Installation fee is fully paid to the Provider. If the Installation fee is not paid duly on time, the Provider is entitled unilaterally postpone the planned term for Service installation and handing it over to the Client without breaching or falling into delay with Provider's obligation to install the Service to the Client.
- 6.24 Provisions of these General Terms regarding invoicing (including the frequency and time of issuance of invoices) and due dates of Remuneration/invoices shall have priority over provisions of Price List.
- 6.25 Legal claims (receivables) of the Provider for payment of Remuneration or any other payment neither cease to exist nor are limited in any way in case if the Provider does not issue the respective invoice to the Client or in case the invoice is issued by the Provider later than stipulated in these General Terms. The Provider is entitled to issue any invoice (incl. pro-forma invoice) immediately after its claim for the Remuneration, its part or other payment occurs and this right to issue an invoice is not time limited.
- 6.26 If, pursuant to an explicit provision in the Service Specification, this Contract has a Superior contract and at the same time the Remuneration for provided Service stated in the Service Specification is 0,- EUR or lower than the standard price for the respective type of service (which is subject of this Contract) stated in the Price List valid at the time of signing the Contract, it is understood that such agreed (lower than standard) Remuneration lasts only during the effectiveness of the Superior contract. In the event that the Superior contract terminates (for whatever reason), the amount of the Remuneration under this Contract is automatically increased to the standard price. The standard price, in case of doubt, is always the price stated for the same type of service (as is subject matter of the Contract) in the

Price List effective on conclusion of the Contract. After termination of the Superior contract, the Provider shall be entitled to charge the Client the increased (standard) Remuneration immediately and without any prior notification.

Article VII. Complaints Code of Practice

- 7.1 In accordance with these General Terms the Client shall have the right to submit a complaint (reclamation) to the Provider with regard to:
- the correctness of the received invoice if the Client believes that the amount of remuneration for electronic communication service on the invoice does not correspond to the Contract incl. these GT,
 - the correctness of the received invoice if the Client believes that the amount of remuneration Other service on the invoice does not correspond to the Contract incl. these GT
 - the quality of the provided Service,
 - the defects of equipment provided to the Client if such an equipment has been provided to the Client under the Contract.
- 7.2 A complaint pursuant to Sec. 7.1 a) and b) shall be submitted in writing and sent to the Provider's Contact Address or electronically by e-mail sent from the Client's Contact E-mail to the Provider's Contact E-mail or to the following Provider's e-mail address: financie@vnet.sk. A complaint pursuant to Sec. 7.1 c) and d) shall be submitted in writing and sent to the Provider's Contact Address or electronically by e-mail sent from the Client's Contact E-mail to the Provider's Contact E-mail or to the following Provider's e-mail address: podpora@vnet.sk.
- 7.3 A complaint submitted by the Client must contain at least the following information, otherwise the Provider will not be obliged to take it into account:
- name and surname / name, permanent address / place of business / registered office, Client's corporate identification number (IČO) and the Client's Connection location,
 - Contract number;
 - explicit wording that the submission is a complaint (reclamation),
 - reasons why the Client believes that the amount of Remuneration specified in the invoice does not correspond to the Contract, or a description of the defect in quality of provided Service, or a description of the defect of the telecommunications device provided to the Client (i.e. an accurate specification of what is being complained about),
 - what does the Client wish to achieve,
 - when the Client has discovered the defect in provided Service or equipment, and
 - the date and signature of the Client (in case of a written complaint).
- 7.4 The Provider may, however is not obliged, to accept also a complaint of the Client which does not contain all required information as stipulated above in Sec. 7.3 of these General Terms (hereinafter as an "**Incomplete complaint**"). Acceptance and solving of an Incomplete complaint is strictly voluntary for the Provider and does not set up any legal responsibility or obligation to the Provider in respect of solving an Incomplete complaint, eventually solving it in a certain manner.
- 7.5 The Client is obliged to deliver the complaint to the Provider in agreed form and manner without undue delay and no later than 30 days from the receipt of the invoice subject to the complaint, or from the day as of which a defect of provided Service or equipment was discovered. After expiration of the period stated in previous sentence the Client's right to submit a complaint ceases to exist. Any complaints of the Client delivered to the Provider after the lapse of the period specified in the first sentence of this section shall be deemed void and the Provider will not be obliged to take such complaint into account; this shall also apply if the complaint is delivered to the Provider on time but does not include all the requisites specified in clause 7.3 of these GT or was not sent from the Client's Contact E-mail (if submitted in electronic form).
- 7.6 Should the Client in his complaint under clause 7.3 (e) of these General Terms demand any free-of-charge performance, such demand must be explicitly and unambiguously expressed in the complaint, including a statement from which it is clear without any doubt that the Client demands the performance to be provided free of charge. The Client hereby agrees that in case he does not state explicitly in his demand that it is to be a complaint (reclamation)

within the meaning of this Article, his demand may be considered to be an order for a new/additional service/performance and for such service/performance the Client shall be obliged pay the Provider remuneration agreed by the Parties or as stated in the Price list if not explicitly agreed (if Price list does not state a price for such performance, then the fair price shall be applicable). Provisions of previous sentence are applicable also in case when the complaint (reclamation) turns out to be unjustified/groundless. The Client shall be obliged to pay to the Client all costs related to Client's unjustified / groundless complaint.

- 7.7 The Provider shall be obliged to notify the Client of the outcome of the examination of the complaint within 30 days from the date as of which a complete complaint submitted in due time was effectively delivered to the Provider, otherwise the complaint is considered to be accepted. In more complex cases the Provider may extend this time period, however, by a maximum of another 30 days. The Provider shall inform the Client of such extension before the lapse of the original 30-day time period, indicating the reason(s) for such extension. The time period shall be extended if the Provider sends its written notification to the Client at the latest on the last day of the original time. The Client has agreed that if, based on the Client's complaint, the Provider fully rectifies the claimed defects to the provided Service or equipment, or delivers to the Client a new modified invoice within the time period for notification of the outcome of examination of the complaint in accordance with this clause, the Provider will not be obliged to send to the Client another separate notification of the outcome of examination of the complaint - by rectifying the defects by the Provider the complaint shall be deemed to be resolved, and the Provider's obligation to notify the Client of the outcome of examination of the complaint imposed by this clause and by § 45(2) of the Act shall be deemed met by the Provider in a due and timely manner on the day as of which the defect was rectified.
- 7.8 If the Provider does not accept the complaint, the Provide shall state it in the examination note informing about the outcome of the complaint examination. It is not obligatory to include a reasoning.
- 7.9 If the Provider does accept the complaint, the Provider shall state in the examination note and shall briefly describe the next steps and manner how the complaint will be resolved, provided that the defects have not been rectified by that time. It is not obligatory to include a reasoning.
- 7.10 The Provider has the right not to accept a complaint (reclamation), in particular if:
- a) the decrease in quality of the provided Service was caused by a breach of some of the Client's obligations stipulated in the Contract incl. these GT,
 - b) the defect was caused by a breach of the general statutory obligation of the Client to prevent damage, or another obligation of the Client arising from generally binding legal regulations,
 - c) the invoice incorrectness or the defect of Service were caused by a breach of the Client's obligations arising out of the Contract or out of the generally binding legal regulations,
 - d) the Client has filed a complaint with regard to the correctness of an invoice, although the invoice was issued in accordance with the tax and accounting regulations of the Slovak Republic, and in accordance with the Contract (including these General Terms and the Price list),
 - e) the defect originated in the Client's Server, especially in the configuration of software/data saved on the Client's Server
 - f) the defect emerged or originated behind the Place of Service Delivery,
 - g) the defect was caused by breaching any obligation stated in the EaOR by the Client or its authorised person for DC access,
 - h) the complaint was submitted after the time period for its submission expired, the complaint is doubtful, unclear and/or does not contain all information as stipulated in clause 7.3 of these General Terms,
 - i) the Provider is not held responsible for such defects under these General Terms and/or respective legislation,
 - j) the defect originated in circumstances which the Provider could not/cannot influence, especially in case of vis maior, or the defect was caused by a third person.
- 7.11 If a complaint requesting examination of the correctness of an invoice was submitted, this has no suspensory effect on the payment of Remuneration for the Services provided (i.e. the Remuneration shall be paid in usual manner and time). However, if the disputed amount exceeds the threefold of the average scope of Service provision over the last six months, the Provider shall be obliged to allow the Client either to postpone payment of the portion of the amount exceeding the average monthly scope of Service provision over the last six months until the end of examination of the telecommunication equipment at the latest, or permit the Client to pay the portion of the amount exceeding the threefold of the average monthly scope of Service provision in no less than three monthly instalments. If the Service has been used for less than six months, but longer than one month, the average scope of Service provision shall be calculated for the entire period of Service provision.

- 7.12 If the Provider accepts the complaint, and the complaint submitted in accordance with clause 7.1(a) of these General Terms was related to incorrect data on an invoice (including an incorrect Remuneration amount), the Provider shall make and deliver a modified invoice to the Client without undue delay after the complaint was accepted, however within 14 days from the date as of which the complaint was accepted at the latest. Provisions of these General Terms regarding issuing and delivery of invoices are applicable adequately.
- 7.13 If the Provider accepts the complaint and the complaint procedure shows that the Client has paid for the respective billing period a Remuneration in an amount exceeding the amount he/she was actually obliged to pay, the Provider shall indemnify the Client in one of the ways described below, selected at its own discretion:
- a) Provider shall issue to the Client without undue delay, however, within 14 days from the date as of which the complaint was accepted at the latest, a credit note amounting to the difference between the amount of Remuneration the Client was obligated to pay and the amount he/she actually paid, and it shall remit the difference to the Client's account from which the Client has paid the Remuneration to the Provider, or
 - b) Provider shall decrease the amount to be paid on the basis of invoices issued for one or multiple subsequent billing periods by the difference between the amount of Remuneration the Client was obligated to pay and the amount he/she actually paid and the Provider may also offset the difference in accordance with Sec. 7.15 of GT.
- 7.14 The Client hereby gives his/her consent to the Provider to use any exceeding overpayment to settle the Remuneration or a part thereof for the subsequent billing periods by setting off the Provider's obligation to return the overpayment with the Client's obligation to pay the Remuneration or its part; the offset shall be deemed to be performed by the Provider at the moment then the invoice is sent to the Client where the "amount due" is lowered by the amount of overpayment, i.e. amount due is lower than usual Remuneration for the respective billing period according to the Contract.
- 7.15 The Client shall have the right to claim back an aliquot part of the Remuneration for the time when the Service was not provided due to a fault of the Provider pursuant to § 43(10)(b) of the Act; the Client must exercise and apply for this right by the Provider in accordance with the Complaints Code of Practice contained in this Article of the General Terms no later than within three months from the date as of which the Service provision was restored again. Provisions of this Article about the manner in which complaints are to be submitted to Provider shall apply mutatis mutandis also in respect to exercising the Client's right for claiming back aliquot part of Remuneration specified in this clause. The Client has no right to claim back an aliquot part of the Remuneration for the time when the Service was not provided due to a circumstance which was not caused by the Provider (was not a fault of the Provider) or if the Provider solved voluntarily although the Provider was entitled to refuse such complaint under Sec. 7.10 of GT. The aliquot part of Remuneration shall be calculated according to the ratio of time of non-provision of the Service caused by the Provider in a calendar month to the total time of respective calendar month, converted to minutes.
- 7.16 If the complaint was related to a defect of a Provider's device and the Provider accepts the complaint, it shall be obliged to remove the defect of the Provider's device (in particular by replacing the device) without undue delay, however, no later than within 14 days from the day as of which the complaint was accepted.
- 7.17 The Provider is allowed to deliver complaint acceptance confirmation, notification of the outcome of the complaint examination as well as any other communication related to administration of the Client's complaints also electronically to Client's contact e-mail or any other e-mail which was stated by the Client in his submission of the complaint, as well as by SMS to the mobile phone number stated in the submission of the complaint. Notifications sent by SMS are considered to be delivered to the Client as of the day when the SMS was sent to the respective mobile phone number stated in the submission.
- 7.18 All acts related to administration of complaints may be performed vis-a-vis the Client also by any other company from the VNET Group with the same effects as if such act were to be performed directly by the Provider. The Client is obliged to accept such acts/performances.
- 7.19 This complaints code (complaints regulation) shall be, as a part of General Terms, always available to the Client as well as to third parties on the VNET Website and on the commercial department of the Provider.

- 7.20 Should the Client be considered a consumer within the meaning of Consumer Protection Act or any other general legislation, provisions of this Article and of general legislation shall be applicable by any complaints of the Client, nevertheless, rigid provisions (which may not be modified by contracting parties) of Consumer Protection Act or of other legislation, remain untouched and shall have priority of these General Terms. Provided that the Client is a natural person and when signing this Contract he/she states his/her identification number (ICO), an irrefutable legal presumption applies that the Client acts within his/her business activities and, therefore, he/she is not a consumer. If the Client is a legal person, the Client shall not be considered to be a consumer unless the valid Slovak legislation allows otherwise and, at the same time, the Client explicitly informs the Provider in written no later than when signing this Contract (e.g. stating in Other Arrangements) that, although a legal person, it is considered to be a consumer. If the Client being a legal person fails to do so, no additional obligations and responsibility derived from consumer protection legislation occur to the Provider outside the scope of the Contract.

Article VIII. Term of the Contract

- 8.1 The Contract shall become valid and enter into force on the day of its signing by both Parties, i.e. on the day when the Contract is signed by the latter of the Parties. Provisions of Art. XXVII. of GT on Contract's entering into force when concluding the Contract distantly are not affected by the previous sentence. Provision of Art. XXVII. of GT shall have precedence over this section.
- 8.2 The Contract is concluded for an indefinite period of time, unless the Service Specification (in a section usually named as "*Term of the Contract:*") explicitly specifies that the Contract is concluded for a definite period of time (fix-term contract).
- 8.3 If the Service Specification states that the Contract is being concluded for a definite period of time, but there is no explicit specification of the actual term for which the Contract is being concluded, it shall be deemed that the Contract is being concluded for a definite period of 12 months from the Day of Service Installation.
- 8.4 If the Contract was concluded for a definite period of time and neither Party informs the other Party no later than 60 days prior to the expiration of the period for which the Contract was concluded that the Party insists on terminating the Contract, the term of Contract shall be extended automatically by another 12 months from the day as of which the Contract was originally supposed to be terminated; such prolongation of Contract term may occur repeatedly. If any Party delivers a notification to the other Party stating that it insists on terminating the Contract later than 60 days before the expiration of the original term of Contract, the same procedure shall be applied as in the case of a usual termination of a Contract concluded for an indefinite period of time without Minimum Term; in such a case the Contract shall terminate according to Sec. 8.24 of this Article, but no sooner than the original term for which the Contract was concluded.
- 8.5 The Contract can be terminated at any time by a written agreement of both Parties, whereby such agreement and signatures of both Parties must be included within the same one document.
- 8.6 Any Party may withdraw from the Contract or terminate the Contract unilaterally only due to the reasons and in the manner as stipulated in the Contract incl. these GT, or in the Act. For the sake of clarity, the term "withdrawal" for the Contract used in Sections 8.6 to 8.15 of this Article shall mean an immediate termination of the Contract without any notice period; in addition, the term "termination" of the Contract used in Section 8.16 and further of this Article shall mean termination with a notice period (and not "withdrawal" from the Contract). The Client is entitled to withdraw unilaterally from the Contract without any penalties in case the Client does not accept substantial changes (as defined further) to the contractual terms performed by the Provider. The Client may exercise its right to withdraw from the Contract under the previous sentence only within one month after the Client was notified about the substantial changes of contractual terms. If the Provider fails to notify the Client about the substantial changes of contractual terms, the Client is entitled to withdraw from the Contract within one month after the Client got acquainted with the respective substantial change, however, no later than within three months after the substantial change came to force (became effective). The Client is not entitled to withdraw from the Contract if the substantial change of contractual terms was directly or indirectly triggered by a change of legislation or act of a respective state, decision of a state authority or EU authority. A substantial change of contractual terms (within the meaning of § 44(9) of the Act) shall be considered unilateral changes performed by the Provider which are disadvantageous for the Client, regarding

especially changes of fees and prices, source and price calculation for provided Service, changes of quality of provided Service, or changes of term of the Contract including its minimum duration. Substantial changes of contractual terms shall be deemed also substantial changes of these GT as described in Sec. 18.4 of these GT. Substantial change of contractual terms shall not be deemed a change of partial prices and fees, which in its overall effect shall either have no effect as to the final overall Remuneration or shall decrease the final overall Remuneration. Reasons for performance a substantial change of contractual terms by the Providers may be e.g. change of prices or quality of services and goods of Provider's subcontractors, increase of electricity prices of distributors, increase of license fees payable to third parties or changes in used technologies. Increase of Electricity Consumption Fee or other Fees, where the change reflects the increase of electricity prices or prices of other energies, which are regulated or fixed by general legislation, decisions of regulatory authorities (e.g. RONI), resp. subsequently by its distributors, shall not be deemed as substantial change of contractual terms and no right to withdraw from the Contract shall arise to the Client. In case of any doubts, it shall be deemed that changes to those Fees which are invoices as a POST-PAID price shall not be considered as substantial change to contractual terms.

- 8.7 The Client shall have the right to withdraw from the Contract without any penalties if the Provider fails to provide the Service in accordance with the Contract or in the agreed quality parameters even after a repeatedly accepted Client's complaint. The Client shall have the right to withdraw from the Contract within one month from the delivery of the Provider's notification of acceptance of a repeated Client's complaint and (in addition) if the Provider continues to breach the complained obligation. By expiration of the period stated in the previous sentence, the Client's right to withdraw from the Contract shall cease to exist. Client's right to withdraw from the Contract under this section does not arise if the Client delivered to the Provider an Incomplete complaint, the Provider did not accept the complaint or the Provider solved the complaint voluntarily although it was entitled to refuse the complaint under Sec. 7.10 of GT.
- 8.8 The Client shall have the right to withdraw from the Contract without any penalties if the Client delivered a complete and effective complaint to the Provider and the Provider fails to inform/notify the Client about the outcome of the complaint pursuant to Sec. 7.7 of these GT, eventually if the Provider's obligation to inform the Client will not be deemed to be fulfilled under Sec. 7.7 of these GT. The Client may exercise its right to withdraw from the Contract under the previous sentence only within one month after expiration of the term when the Provider was obliged to notify the Client about the complaint's outcome pursuant to Sec. 7.7 of GT. After the time stated in previous sentence runs out, the Client's right for withdrawal from the Contract shall cease to exist. However, the Client shall have no right to withdraw from the Contract pursuant to this section (and pursuant to § 44(7)(c) of the Act) if the Provider based on the Client's complaint/reclamation fully removed/rectified all complained defects within the time set for the notification of the outcome of the complaint investigation in accordance with Sec. 7.7 of these GT; this shall apply also if the Provider did not deliver to the Client a separate notice of the outcome of the complaint investigation.
- 8.9 If the Client's complaint was related only to the incorrect invoice data under Sec. 7.1(a) of these GT and the Provider have sent the Client, in the manner specified in the Contract, a corrected invoice within the time limit set for the notification of the outcome of the complaint investigation, the Client has no right to withdraw from the Contract pursuant to Sec. 8.8 of these GT and pursuant to § 44(7)(c) of the Act, as by the sending of corrected invoice to the Client the complaint is deemed to be solved and the obligation to report the Client the outcome of the complaint examination under Sec. 7.7 of these GT shall be deemed fulfilled by the moment when the corrected invoice is sent to the Client.
- 8.10 If, on the basis of the Contract, more Public electronic communication services are being provided in accordance with the Act, the Client shall have the right to withdraw from the Contract due to the reasons stated in Sections 8.7 and 8.8 of these GT only in respect to that individual Public electronic communication service, or part of it, which is either directly affected by the reason for withdrawal or the provision of which cannot be technically separated from other public electronic telecommunication service which directly concerns the reason for withdrawal.
- 8.11 The Client's notice of withdrawal from the Contract shall be delivered in written form (i.e. a notification in electronic form is not sufficient) to the Provider's Contact Address and must contain all the requisites stipulated below, otherwise the Provider is not obliged to take it into account:
- a) name and surname / name, permanent address / place of business / registered office and Client's corporate identification number (IČO),
 - b) Contract number;
 - c) clear and unambiguous expression of the Client's will to withdraw from the Contract (not terminate upon a notice of termination),

- d) clear and distinctive indication of the reason for withdrawal from the Contract,
 - e) date and signature of the Client or individuals authorized to act on behalf of the Client.
- 8.12 A notice of withdrawal not containing all the requisites specified in Sec. 8.11 of these General Terms or not delivered in required form (e.g. only by email or telephone) (hereinafter as "**Incomplete withdrawal**") shall not be deemed valid and effective and the Provider does not have to take it into account; however, this shall not be applicable if the Provider accepts also an Incomplete withdrawal in accordance with the provisions hereunder of this clause. The Provider may (however is not obliged) to accept also an Incomplete withdrawal made by the Client or made in a different than required form (e.g. by email), whereas termination of provision of Services by the Provider shall be deemed as an implied acceptance of the Client's withdrawal (despite being incomplete) and acceptance of Client's will to terminate the Contract; this shall be applicable also when the Provider does not inform the Client about the acceptance of his Incomplete withdrawal by a separate notification.
- 8.13 Client's withdrawal from the Contract made in a required form and containing all the requisites stipulated in Sec. 8.11 of these General Terms, shall become effective on the day of delivery of the written notice of withdrawal to the Provider on Provider's Contact Address; the Contract shall cease to exist on this day. An Incomplete withdrawal from the Contract which will be accepted by the Provider shall become effective on the day of eventual (voluntary) acceptance of the Incomplete withdrawal by the Provider (either explicit or implied acceptance). The Provider accepts an Incomplete withdrawal also by sending an email message of acceptance to Client's Contact E-mail or an email address from which the Incomplete withdrawal had been sent to the Provider (or email containing other wording from which it is clear that the Provider considers the Client's withdrawal to be valid and effective or that the Contract shall terminate). However, Provider's (automatic) email confirming the delivery of Client's email (including the Client's intention to withdraw from the Contract) shall not mean acceptance of the Client's withdrawal itself (it only confirms a delivery of email). The Provider is entitled to accept an Incomplete withdrawal also implicitly by actual termination of Service provision; in such a case the Contract shall terminate on the day then the provision of Service was stopped/terminated by the Provider.
- 8.14 The Provider may withdraw from the Contract if the Client:
- a) repeatedly and without authorization modifies or interferes with the equipment of the public network (VNET Network or other public network of a third person through which the Service or its part is being provided) or enables a third party to make such interferences, even due to Client's negligence;
 - b) failed to pay the Remuneration or a part of it (or Installation fee) and is delay with the payment for a time period of at least 45 days from the due date,
 - c) connects equipment to the public network that does not meet the requirements of special regulations or uses such equipment contrary to the approved conditions and does not disconnect such equipment even upon the request of the Provider,
 - d) repeatedly uses the Service in a way which makes it impossible for the Provider to control its use, or
 - e) repeatedly breaches or fails to comply with any other obligations stipulated in the Contract including all its parts (esp. these GT) or in the EaOR (should the Client be granted acces to the DC under Special Provisions of GT); for repeated breach of the Contract or EaOR is considered also failure to remedy the breach or defectvie conditions in DC despite the Provider's request/notice for their removal within the period stated in such request/notice; other provisions of GT on the possibility of immediate withdrawal from the Contract by the Provider due to violation of the EaOR are not affected.
- 8.15 The Provider's withdrawal from the Contract may be made in writing and sent to the Client's Contact Address or in electronic form via email sent to the Client's Contact E-mail. The Provider's withdrawal from the Contract made in written form shall be deemed delivered to the Client (and effective) the next day after the notification was posted to the post office. The Provider's withdrawal from the Contract made in electronic form by email shall be deemed delivered to the Client (end effective) on the very moment it was sent to the Client's Contact E-mail. The Parties have agreed that in the case of a withdrawal from the Contract by the Provider, the Contract shall end on the day as of which the notification of withdrawal is deemed to be delivered to the Client under provisions hereabove, unless the Provider's notification of withdrawal explicitly states a differend future date for Contract termination.
- 8.16 The Client may not terminate the Contract concluded for a definite period of time.
- 8.17 If the Contract is concluded for an indefinite period of time, the Client may terminate the Contract upon notice of termination anytime and even without specifying any reason. The Client's notice of termination may either be performed in a written form and be delivered to the Provider's Contact Address or in electronic form by email message

sent from the Client's Contact E-mail and delivered to the Provider's Contact E-mail. The notice of termination must include all of the following prerequisites:

- a) name and surname/business name, address/registered siet/ business place, ID of the Client (if applicable),
- b) Contract number, and
- c) sufficiently clear and unambiguous statement that the Client terminates the Contract.

8.18 A notice of termination not containing all the prerequisites specified in previous section 8.17 of these General Terms (hereinafter as "**Incomplete termination**") shall not be deemed valid and effective, and the Provider does not have to take it into account; however, this shall not be applicable if the Provider accepts also an Incomplete termination in accordance with the following provisions. The Provider may (however is not obliged) to accept also an Incomplete termination, especially when Client's will to end the Contract shall be understandable from the Incomplete termination e.g. Client's request for ending the Contract (even without using the word "termination"), expression of the will not to use the Service any more, request to withdraw from the Contract when not all requisites for withdrawal are fulfilled, incomplete identification of the Client (e.g. when sending an Incomplete termination from the Client's Contact E-mail), absence of the Contract number when there is only one contract concluded with the Client, delivery of Incomplete termination to Provider's email address other than the Provider's Contact E-mail, etc. It shall be deemed that the Client's Incomplete termination was accepted by the Provider also by sending an email to the Client's Contact E-mail or to the email address from which the Incomplete termination had been sent to the Provider, stating that the termination of Contract is accepted/valid (or including other wording from which it is clear that the Provider considers the termination made by the Client to be valid and effective). However, Provider's (automatically generated) email confirming the delivery of Client's email (including the Client's will to terminate the Contract) shall not mean acceptance of the Client's Incomplete termination itself. The Provider is entitled to accept an Incomplete termination also implicitly, e.g. by termination of provision of the Service.

8.19 If the Client's notice of termination is made in electronic form (by email), it shall be deemed to be delivered to the Provider when it is delivered to Provider's Contact E-mail (or other Provider's email address if the Provider accepted such Incomplete termination pursuant to Sec. 8.18 of GT).

8.20 The Provider may terminate the Contract if it is unable to continue providing the Service within the agreed scope or required quality due to the technical impossibility or further Service provision.

8.21 The Provider may terminate the Contract concluded for an indefinite period of time as well as for a definite (fixed) period of time also for the following reasons:

- a) any Client's Identification Data submitted by the Client when concluding the Contract turns out to be false,
- b) the Client enters into liquidation proceedings,
- c) bankruptcy or restructuring proceedings were initiated against the Client, bankruptcy or restructuring was declared upon the Client, or if the bankruptcy was not declared upon the Client due to absence of sufficient assets,
- d) the Client is in financial breakdown / bankruptcy,
- e) the Client's is in delay with the payment of any financial obligations towards the Provider or any other company of VNET Group which exceeds 14 days and, at the same time, this obligation was not fulfilled within 5 business days after the Client was delivered a notice to pay such obligation; the notice may be sent to the Client also in electronic form (by email),
- f) for any reason where the Provider is entitled to withdraw from the Contract under sec. 8.14 of these GT or
- g) the Client (or person authorised by the Client to enter the DC), which had been granted access to the Data Center, violates the EoPR and/or did not bring a remedy even in the period stated in the Provider's notice (e.g. by removing the defective conditions or Forbidden Device, terminating the violations, etc.).

8.22 The Provider may terminate the Contract concluded for an indefinite period of time as well as for definite period of time also for the following reasons:

- a) any circumstances occur due to which the Provider is entitled to refuse to sign the Contract under provisions of § 43(1)(c) of the Act,
- b) if the enterprise of the Client or its part, which is directly or indirectly related to provision of Service or its part, has been transferred by the Client upon a third person,
- c) the company/enterprise of the Client split or merged with a third person or a substantial part of Client's assets had been transferred upon a third person,

- d) any reasonable doubts about the ability of the Client to pay all its obligation towards the Provider arise; as a reasonable doubt shall be deemed execution or enforcement proceedings on the Client's property, assets, or its part,
 - e) modernisation of public electronic services, or
 - f) due to general termination of provision of Service, resp. the type of serverhousing service, which is the subject matter of the Contract (for all or majority of Provider's customers).
- 8.23 If the Provider terminates the Contract due to the modernization of public electronic services to which termination of the Service provision under Contract is related, the Provider shall deliver to the Client along with the notice of termination also an offer to provide another public electronic service similar in terms of technology and price, and offer to the Client its provision at a reduced price.
- 8.24 If not stipulated otherwise in the Service Specification, the notice period shall be 2 (two) months. The notice period is the same for both Parties. The termination period starts to lapse on the first day of the calendar month following the calendar month in which the termination notice was delivered to the respective other Party. The Contract ends/terminates upon the lapse of the last day of the billing period into which the last day of the notice period according to the previous sentence falls. Should the PAYG form of payment be concluded (where no billing period is applicable), the Contract ends/terminates by the lapse of the notice period itself.
- 8.25 In case the Contract is termination for reasons stated in Sec. 8.21 of these General Terms, the notice period shall not be applicable and the Contract ends immediately by delivery of the notice of termination to the Client, unless the Provider's notice of termination states otherwise.
- 8.26 The Provider may terminate the Contract by delivery of a notice of termination in written form to the Client's Contact Address or in electronic form by email sent to Client's Contact E-mail. Should the notice of termination be sent in an electronic form, by the very moment of sending the notice to the Client's Contact E-mail it shall be deemed to be delivered to the Client.
- 8.27 If the Contract is concluded for an indefinite period of time, the Parties may conclude in the Contract (usually in Service Specification) a Minimum Term of Contract (i.e. Minimum Term).
- 8.28 The Minimum Term which is agreed in the Service Specification in form of a time period (e.g. by number of months/years), the Minimum Term starts to lapse on the First Chargeable Day. If the Minimum Term is agreed in the Service Specification in a form of a fixed date, the Minimum Term shall end at the end (midnight) of such date, which is deemed to be the last day of Minimum Term. If the Minimum Term is introduced or prolonged by an amendmend to an existing (ongoing) Contract and the amendment specifies the Minimum Term by a time period (e.g. number of months, years), such time period shall start by the day of concluding the amendment.
- 8.29 If the Contract was concluded for an indefinite period of time with agreed Minimum Term and the Contract terminates before expiration of the Minimum Term due to reasons stipulated in Sec. 9.1 of these General Terms, the Client shall be obliged to pay the Provider a contractual penalty in accordance with Sec. 9.1 of these General Terms.
- 8.30 If the Contract was concluded for a definite (fixed) period of time and the Contract terminates before expiration of such agreed definite period due to reasons stipulated in Sec. 9.2 of these General Terms, the Client shall be obliged to pay the Provider a contractual penalty in accordance with Sec. 9.2 of these General Terms.
- 8.31 The Parties hereby explicitly exclude application of § 351(2) of the Commercial Code. When the withdrawal from the Contract or a part thereof by either Party takes effect, the Provider shall thus not be obliged to return to the Client any monetary payments received from the Client for the Services provided prior to termination of the Contract. The withdrawal from the Contract shall not affect the Client's obligation to pay to the Provider the Remuneration for the Services provided under the Contract including any accessory obligations and to fulfill any other monetary and non-monetary obligations (contractual penalties, compensation of damage, interest, default interests, fees according to the Price list, etc.), to which the Provider became entitled prior to termination of the Contract and/or at the moment of Contract termination. The Parties explicitly agree that withdrawing from the Contract shall not invalidate the Provider's claim for payment of any and all contractual penalties in accordance with the Contract including these General Terms, in particular payment of a contractual penalty pursuant to Sec.s 9.1 or 9.2 of these General Terms which shall survive the termination hereof.

- 8.32 Provisions of this Contract incl. GT which shall explicitly or by its nature of things remain in force (effectiveness) even after this Contract terminates, shall remain valid, in force and effective also after this Contract terminates. Provisions regarding confidentiality obligations, delivery, personal data protection, Client's ban of transfer of receivables towards the Provider, ban of unilateral offset of receivables by the Client, etc. shall remain valid and effective also after the Contract terminates.
- 8.33 If the nature of things does not indicate otherwise, wherever these General Terms refer to "signing of the Contract" or "concluding the Contract", it shall be deemed the moment when the Contract comes to force under Sec. 8.1 of these GT.
- 8.34 The Parties agree that if the Client does not pick up the Client's Server, Client's Equipment or Client's Hardware within 3 months after the Contract terminates, the Provider shall be entitled to destroy/liquidate them together with all software and data placed/saved on them, this all to the Client's costs. Upon expiration of the period set forth in the previous sentence, the Client loses any and all claims and rights in respect to the Client's Server, Client's Equipment or Client's Hardware (including the software and data saved on them), this applies regardless of the person who is de iure the actual owner of such devices. The Provider shall not be liable in any way for any damage caused to the Client by exercising its right to destroy / liquidate the Client's Server, Client's Equipment or Client's Hardware (including the software and data) under this section of GT. The Client shall be obliged to pay the Provider all costs of liquidation upon the Provider's notice and within the period stated in such notice.

Article IX. Penalties

- 9.1 If the Contract was concluded for an indefinite period of time with a Minimum Term and the Contract terminates before the end of the agreed Minimum Term due to one of the following reasons:
- a) the Client terminated the Contract upon its notice of termination (regardless of the reasons),
 - b) Provider's withdrawal from the Contract due to reasons stipulated in Sec. 8.14 of these GT, or
 - c) Provider terminated the Contract for any of the reasons stipulated in Sec. 8.21 of these GT,

such situation shall be deemed to be a breach of Client's obligation stated in Art. A3 (1) of the actual Contract (Part A) and the Client shall be, therefore, obliged to pay to the Provider a contractual penalty equal to the multiple (product) of the Lump fee corresponding to period of one month (without VAT) and the number of months (or commenced months) remaining until the expiration of the Minimum Term. If the Tariff fee is applicable as part of the overall Remuneration, the penalty calculated under the previous sentence shall be increased by the multiple (product) of average monthly Tariff fee (without VAT) during the term of the Contract and number of months (or commenced months) remaining until the expiration of the Minimum Term.

- 9.2 If the Contract was concluded for a definite (fixed) period of time and the Contract was terminated due to one of the following reasons:
- a) withdrawal from the Contract by the Provider due to reasons stipulated in Sec. 8.14 of these GT, or
 - b) termination of Contract by the Provider due to reasons stipulated in Sec. 8.21 of these GT,

such situation shall be deemed to be a breach of Client's obligation stated in Art. A3 (1) of the actual Contract (Part A) and the Client shall be, therefore, obliged to pay to the Provider a contractual penalty equal to the multiple (product) of the Lump fee corresponding to period of one month (without VAT) and the number of months (or commenced months) remaining until the expiration the definite (fixed) term for which the Contract was originally concluded. If the Tariff fee is applicable as part of the overall Remuneration, the penalty calculated under the previous sentence shall be increased by the multiple (product) of average monthly Tariff fee (without VAT) during the term of the Contract and number of months (or commenced months) remaining until the expiration of the agreed definite (fixed)) term for which the Contract was concluded.

- 9.3 Provisions of Sections 9.1 and 9.2 hereabove shall be applicable also when the PAYG form of payment is concluded. In that case, the Provider shall be entitled to debit the Client's Credit by the amount equal to the contractual penalty according to Sections 9.1 or 9.2 of GT after the very moment when the claim for the contractual penalty arised under Sec. 9.4 first sentence of this Article. This act shall be deemed as an unilateral offset of Provider's claim for contractual

penalty and obligation to return the Client the remaining Credit; Client gives his consent with hereabove. Should the remaining Credit be lower than the contractual penalty, the Client is obliged to pay the exceeding part of the contractual penalty in accordance with Sec. 9.5 second sentence of this Article.

- 9.4 The average invoiced monthly amount of the Tariff fee during the term of the Contract for the purpose of calculating the penalties pursuant to Sections 9.1 and 9.2 of this Article of GT, shall be understood as the average monthly amount of the Tariff fee, resp. the average monthly amount of all Fees considered to be part of the Tariff fee (excl. VAT) invoiced to the Client in all invoices sent to the Client during the term of the Contract.
- 9.5 The Provider's legal claim for the contractual penalties specified in Sections 9.1 and 9.2 of this Article shall arise at the moment of delivery of the notice of termination or notice of withdrawal from the Contract to the respective Party. The contractual penalties specified in Sections 9.1 and 9.2 shall be payable within 10 days from the date as of which the Provider's legal claim for such contractual penalties arised in accordance with the previous sentenc; this applies even without having to issue a separate invoice, reminder or notice to the Client to pay such penalties. Nevertheless, the Provider is allowed to send a notice to the Client to pay the penalties under Sections 9.1 or 9.2 of GT (also electronically) where the Provider may state further details for the payment.
- 9.6 If the Contract terminated due to Provider's withdrawal from the Contract for reasons stated in Sec. 8.14 of these GT, the Provider shall be entitled for a contractual penalty equal to Installation fee incl. VAT. The Provider's legal claim for the penalty according to the previous sentence arises at the moment of Contract termination and shall be payable no later than within 10 days after the Contract terminated; Provider's claim for penalties under Sec. 9.1 and 9.2 of this Article remains unaffected.
- 9.7 Should the Client be in delay with the payment of any of its monetary obligation to the Provider, the Provider shall be entitled to claim a contractual penalty equal to 0.05 % from the due amount for each calendar day.
- 9.8 The contractual penalty under Section 9.7 of these GT shall be due on the date of delivery of a notification to the Client stating the obligation to pay the respective contractual penalty or within the period as stated in such notification if it is the case. The notification can be made in writing and delivered to the Client's Sontact Address or in electronic form and delivered to the Client's Contact E-mail, whereby the notification of the contractual penalty shall be deemed delivered after it has been sent in electronic form to the Client's Contact E-mail.
- 9.9 The Provider shall have the right to immediately send a payment notice to the Client if the Client fails to pay any of its monetary obligations in the due time. The payment notice shall be sent via e-mail to the Client's Contact E-mail or in writing to the Client's Contact Address, at the discretion of the Provider. The payment notice shall be deemed sent and delivered to the Client when sent in electronic form to the Client's Contact E-mail. The Provider shall have the right to send payment notices to the Client even repeatedly. The Client undertakes to pay to the Provider for each payment notice sent to the Client a fee in accordance with the Price List as well as costs for sending the payment notices by post.
- 9.10 Sending an invoice to the Client where any contractual penalty or other penalty is being invoiced shall be deemed to be also a payment notice or reminder sent to the Client to pay such penalty; all provisions of this Article regarding the claims for contractual penalties and their due terms remain unaffected by this section.
- 9.11 Any and all provisions concerning contractual penalties included in the Contract (incl. these GT) shall have no effect as to emergence and existence of any damage claims of the Parties which remain unaffected to full extent.
- 9.12 All claims for contractual penalties under this Article of General Terms shall remain valid and in force also after termination of the Contract.
- 9.13 The Provider shall be entitled to transfer any and all of its claims for contractual penalties pursuant to this Article of GT upon a third person.

Article X.
Principles of Personal Data Protection

- 10.1 Provisions of this Article shall reflect the obligations stated in PDA and GDPR which came into force as of May 25, 2018. Basic obligations arising from the PDA, esp. to provide the Client as the data subject with information in § 19 of PDA, where fulfilled when signing the actual Contract.
- 10.2 The data controller under the provisions of PDA shall be the Provider whose contact information regarding the issues of personal data protection are following: Nám. Hraničiarov 39, 851 03 Bratislava and e-mail address: "osobneudaje@vnet.eu". Contact information of the data protection officer are following: Nám. Hraničiarov 39, 851 03 Bratislava and e-mail address: "dpo@vnet.eu". The data subject is the Client who is a natural person. If the Client is a legal entity, the data subjects are the natural persons authorised to act in the name of the Client stated in the Contract header (statutory representatives). Data subjects may be also the contact persons of the Parties.
- 10.3 Legal ground upon which the Provider may lawfully process personal data (hereinafter as "PD") of the Client pursuant to § 13 of PDA may be: (i) special legislation which entitles or orders the Provider to process certain personal data, e.g. the Act, then (ii) processing is necessary for performance of a contract concluded between the Parties, e.g. this Contract, (iii) consent of the Client given e.g. in the Contract or in a separate form, (iv) protection of life, health or property of the Client or property of third persons, or (v) processing is necessary for the purposes of legitimate interests of the Provider. Legal grounds for PD processing may cumulate.
- 10.4 The Provider is a telecommunication provider and is regarded as an "operator" within the meaning of the Act. For this reason, the Provider is entitled for specific rights and obligations in the area of PD processing which are explicitly stipulated in the Act, e.g. in § 44 (2) (a) of the Act, § 15 (2) of the Act, §. 43 (1) (e) of the Act or § 56 (3) of the Act; these are furtherly explained in these GT and VNET Website. Most of the Client's PD are being processed by the Provider for the reason of existing legal obligation or legal title stated explicitly in the Act. The legal ground for PD processing is pursuant to § 13(1)(c) of PDA a special legislation. Among these PD belong all PD stated in Sec. 10.5 of this GT and the Provider is entitled to process these PD also without the Client's consent.
- 10.5 The Act imposes on the Provider the obligation to collect and keep evidence of the following Client's PD - if natural person: name, surname, title, address, birth identification number, date of birth, ID number or number of other identification document and citizenship. If the Client is an entrepreneur, the Act requires processing of additional PD of the Client: ID No., TAX ID, VAT ID, business name and place of business; these PD shall be processed by the Provider also under the tax and accounting legislation. In addition, the Act also states as a mandatory requirement of the Contract the data of the person authorised to act on behalf of a natural person or legal entity in the matter of the Contract and the disclosure of the information necessary for effective contact with them (e.g. email contact, telephone number); this applies in case the Contract was signed by an authorised representative/attorney. The Act also expressly allows the Provider to require from the Client or his/her authorised representative to submit his/her ID card, make a copy of it or subtract data from the ID card by electronic means for the purpose of verifying the data provided. All PD mentioned in this section shall be processed by the Provider in order to conclude, modify or terminate the Contract, proper provision of the Service and fulfilling other Provider's obligations derived from the Contract and other legislation (in particular the Act), termination or transfer of telephone numbers, invoicing, receiving of payments, evidence of payments and receivables, transfer of receivables, making a list of customers and making of evidence of receivables recovery.
- 10.6 By concluding this Contract, specific rights and obligations for both Parties arise which may be performed only through processing certain PD of the other Party. Identification data of the Client as stated in Part A of the actual Contract, Connection location, Client's contact e-mail, Contract number, eventually Client's IP address and Client's client number which may be generated in order to grant the Client an access to the Client Zone (online identification of the Client), shall be processed by the Provider for the reasons of concluding and fulfillment of this Contract, rendering agreed Service, fulfillment of legal obligations (stated in particular in the Act) and to enable the Client to enter the Client Zone and make use of its functions. The purpose of processing data about the Connection location in the Service Specification (should it differ from the Client's address) is: verification of the technical possibility to provide the demanded service on the specific location and its technical and other parameters, possibility to provide the Client the agreed Service, provision of service works and other services in relation to the Act, Service interruption after Contract termination. These PD may be processed by the Provider without the consent of the Client since the legal ground for their processing is pursuant to § 13(1)(b) of PDA conclusion of this Contract itself.
- 10.7 Additional legal grounds for processing of Client's PD are under § 13 (1) (d) and (f) of PDA: protection of Client's or third person's property and legitimate interests of the Provider or third parties like protection and enforcement of Provider's monetary and non-monetary claims (Remuneration payment and return of Provider's Device), protection of VNET

Network and other Provider's property placed in the Provider's premises or server houses (hardware, protection against network overloading), protection of property of Provider's customers, customer care, improving customers' overall comfort (also via Client Zone), effective and fast communication with customers, maintaining regular contact with them and improving customer services (product and service information on special prices and other discounts, direct marketing information). All identification data of the Client which are stated in Contract header, Take-over protocols and invoices shall be processed by the Provider for above stated purposes and reasons.

- 10.8 The Provider's premises are monitored by the camera security system (CCTV). Therefore, if the Client personally visits the premises of the Provider, the Client's PD (to the extent of the visual record of the Client) may be recorded by the camera system in order to protect the property of the Provider and its customer and such data may be stored for a period of 21 days, if not stated otherwise in these GT or legislation. The purpose of processing of these PD is protection of security, crime detection, protection of Provider's and third persons' property, protection of health of Provider's employees and Provider's customers and their employees. Legal grounds for processing of these PD pursuant to § 13 (1)(d) and (f) of the Act are protection of the property of Provider and third persons and legitimate interests of the Provider (as part of its security measures). In case of reasonable suspicion of a administrative or criminal offence taking place in the period after the camera record is taken and its liquidation after 21 days, the Provider is entitled to retain this camera record for the purposes of evidence for legal proceedings (either administrative or criminal). Provider shall be entitled to give a copy of such record to the respective authorities. Provider shall be entitled to keep the camera record up to the moment when the administrative or criminal proceeding will be definitely closed, eventually within 3 working days after the Provider receives a written notice or resolution that such proceedings were closed.
- 10.9 Phone calls realised on Customer Line may be recorded by the Provider. Therefore, Client's PD within the scope of his/her voice record, eventually also identification PD or other given during the telephone conversation, may be processed. The legal basis for the storage of such PD is the performance of the subject matter of this Contract (the possibility of reporting faults and complaints by the Client, amendments of the Contract under Art. XXVII. of these GT, etc.) and the Provider's legitimate interests (capturing the actual content of the contract agreed via telephone, solving the reported faults, complaints, customer claims, etc.). The purpose of processing these PD is to fulfill the rights and obligations arising from the Contract as well as capturing and proving the actual content of the Contract, capturing the content and the exact time of reported defects, faults, claims, orders and other communication realised between the Parties regarding this Contract and provided Services.
- 10.10 All PD specified in Sections 10.6 to 10.9 of these GT may be processed by the Provider also without a special or separate consent of the Client due to existencie of other legal grounds mentioned above. Closer overview of processed PD, legal grounds and purposes of their processing, as well as information pursuant to § 19(2)(e) of PDA are incorporated in the Memorandum on the VNET Website.
- 10.11 The categories of recipients to whom the Client's PD may be provided are:
- a) other telecommunication operators under the Act providing electronic communication services or networks pursuant to authorisation give in § 55(1) of the Act;
 - b) state authorities for criminal proceedings and courts (in Slovakia or abroad);
 - c) the Regulator;
 - d) other state authorities within the meaning of § 55 (6) of the Act in the Slovak Republic or abroad;
 - e) lawyers (advocates);
 - f) executors;
 - g) providers of retransmission (TV) services;
 - h) accountants, tax advisors and auditors of the Provider;
 - i) acquirers of receivables upon which the Provider transfers its receivables;
 - j) renders of other services to the Provider (Provider's subcontractors)

The Client hereby acknowledges that his/her PD will not be submitted to all of the above mentioned categories of recipients automatically and in each case, but only *ad hoc* based on an existance of specific purpose, for specific reason or special circumstance. For instance, PD shall be submitted to the state authorities for criminal proceedings only upon their request or based on handing over the camera records, to lawyers and executors only in case od recovery of receivables against the Client, to retransmission providers only if part of provided services is arranging of retransmission provided by third parties, to acquireres of receivables only if the Provider transfers its receivables against the Client upon third persons, to accountants, tax advisors and auditors only when providing accounting operations with documents concerning the Client, etc.

10.12 The Provider does not intend to transfer the Client's PD to any third country.

10.13 The Client, as data subject, has the following rights:

- a) to access (obtain) his/her PD;
- b) for rectification of his/her PD;
- c) to erasure of his/her PD;
- d) for restriction of PD processing;
- e) to bring objection to his/her PD processing;
- f) to data portability;
- g) to submit a complaint to the supervisory authority (Regulator) or to file a claim under § 100 of PDA;
- h) to revoke his/her consent to process his/her PD any time in respect to those PD which are being processed exclusively upon the Client's consent; revocation/withdrawal of the consent in respect to PD which are processed by the Operator (also) upon a different legal ground (e.g. upon a special legislation, performance of a contract or protection of legitimate interests of the Provider) shall not be effective. The Client notes that his/her PD which the Provider is entitled or obliged to process upon a provision of special legislation (e.g. the Act, accounting legislation), for performance of the Contract or upon legitimate interests of the Provider, the Provider shall be entitled, eventually obliged, to process such Client's PD for respective purposes also in case when the Client revokes his/her consent with PD processing.

Rights of the Client specified hereinabove are closely specified in § 19 and foll. of the Act and in § 14 and foll. of the GDPR. The Client may apply for his/her rights by the Provider by a written request delivered to Provider's contacts stated in Sec. 10.2 of the GT. When dealing with the rights applied by the Client and by providing information to the Client, the Provider will proceed in accordance with the relevant provision of PDA. Rights of the Client stated above (particularly the right for PD erasure and right for consent withdrawal) are limited by PDA, special legislation (esp. by the Act and accounting and tax legislation) and by obligation to perform this Contract by the Provider.

10.14 The Client's PD will be processed (archived) by the Provider for the necessary time and always for the time stipulated by applicable law (e.g. the PD included on the invoices shall be kept for 10 years after the end of the year to which the invoice relates). The length of retention depends further on the purpose for which the respective PD is processed. PD included in this Contract, Take-over protocols, recordings of telephone conversations on the Customer Line shall be retained (archived) by the Provider within the term of the Contract and after its termination until the expiration of all rights and liabilities related to this Contract, however, always for a minimum period of 11 years after termination of the Contract. PD processed exclusively on the basis of Client's consent (with the absence of any other legal basis) will be processed by the Provider only for the duration of the Client's consent. After the PD processing is over, the Provider shall liquidate the PD.

10.15 If prior to expiration of the PD storage period pursuant to Sec. 10.14 of these GT, i.e. after 11 years following the termination of the Contract (i) the Client or any third person bring a legal claim against the Provider which directly or indirectly relates to this Contract or Services provided upon this Contract (e.g. damage claim, unlawful enrichment, payment of a monetary obligation incl. sanctions, reclamation, rights arising from defaults under Civil Code or Commercial Code, etc.), or (ii) court proceedings, administrative or out-of-court proceedings have been launched (with no regards to the participants of such proceedings) which subject matter directly or indirectly relates to this Contract or to the Services provided upon this Contract, the Provider shall be entitled to process the Client's PD for the purpose or protection of Provider's legitimate interests and legal claims (in particular those PD which are included in the actual Contract, Take-over protocols, invoices, sound records for telephone conversations on Service lines). The Provider shall be allowed to process these PD until the final and irreversible settlement of all disputable claims as mentioned in item occurs (i) until a final judgement is achieved in all proceedings mentioned in item (ii) and after all periods for judgement enforcement expire as well. If any administrative or judicial proceedings whose participant shall be either Party are launched, the Provider shall be entitled to process the Client's PD until the period for judgement enforcement expire, which is usually 10 years after such judgement comes to force.

10.16 The Provider performs PD profiling exclusively according to (i) the type of products and services provided by the Provider to its customers, and (ii) according to the geographical place of the Connection location/place where the Service is rendered (including the respective DC). The profiling is realised for the following purposes: proper performance of customer contracts, improvement of the services provided, increase of the customers' comfort and

informing customers of any repairs, services, interruptions or restrictions in the availability of provided services in a specific geographic area.

- 10.17 PD of the statutory representative of the Client which is a legal entity (e.g. name, surname, title, function, contact phone number and contact e-mail address) shall be processed by the Provider on a legal basis pursuant to §. 13(1)(b) of PDA (i.e. fulfillment of this Contract), § 13(1)(c) of PDA (i.e. essential requirement of the Contract pursuant to the Act) and for effective contact with the Client and fulfillment of legal obligations.
- 10.18 Further details and clear summary of PD processing of Provider's customers are specified in the Memorandum.
- 10.19 Legal grounds and purposes for processing of other Client's PD:
- a) Client's IP address (if it is processed under the Contract); the purpose of processing is: proper provision of the Service, possibility to provide cooperation to authorities involved in criminal proceedings and submission of information specified in the Act. The legal ground is (i) necessity to perform obligations stated in a special legislation within the meaning of § (1)(c) of PDA, (ii) necessity to perform this Contract pursuant to § 13(1)(b) of PDA and (iii) protection of Provider's legitimate interests pursuant to § 13(1)(f) of PDA (incl. provision of mandatory cooperation to state authorities).
 - b) Temporary or contact address of the Client (if it differs from the permanent address or Connection location address); the purpose of processing is: performing delivery of acts and documents, performance of rights and obligations arising from the contractual relationship established by this Contract (e.g. informing about the substantial changes of PD, informing about the planned service works on the VNET Network, delivery). The legal ground is (i) necessity to perform obligations stated in a special legislation within the meaning of § 13(1)(c) of PDA and § 15(2)(b) of the Act, (ii) necessity to perform this Contract pursuant to § 13(1)(b) of PDA and (iii) protection of Provider's legitimate interests pursuant to § 13(1)(f) of PDA.

Article XI.

Defects, Notification of Defects and Defects Removal

- 11.1 The Client shall be obliged to inform the Provider immediately of any and all defects, outages, limitations, interruptions, failures and other issues related to the quality of the provided Service (hereinafter as "defect" and "Defect notification") by an e-mail sent to the Provider's Contact E-mail or by making a phone call to the Customer Line (eventually in written to the Provider's Contact Address). In order the Defect notification is complete, it must include the Client's identification data, Contract number, Connection location, and the nature of the defect, otherwise the Defect notification will be deemed incomplete and the Provider does not have to take it into account.
- 11.2 Once the Provider receives a complete Defect notification from the Client (in electronic form), it shall confirm receipt of the Defect notification by sending an e-mail to the Client's Contact E-mail or by phone without an undue delay, however, within 3 business days from the date as of which the complete Defect notification was received from the Client (hereinafter as "Confirmation of receipt of the Defect notification"). Sending a Confirmation of receipt of the Defect notification shall not mean automatically acceptance of the complaint for Service defect. The Provider may (however is not obliged) to confirm also receipt of an incomplete or unclear Defect notification; sending a confirmation of receipt of such (incomplete) Defect notification shall not mean either that the complaint/defect notification is effective, or that the Provider shall deal with it or that any period stated in this Article shall start to lapse. If the Defect notification which was made by the Client by a phone call to Customer Line, such telephone call shall be deemed to be a receipt of Defect notification under the condition that such Defect notification is complete; if that is the case, no other separate Confirmation of receiving a Defect notification is required and shall not be sent to the Client.
- 11.3 Until the moment when a complete Defect notification is delivered to the Provider in accordance with Sec. 11.1 of this Article as well as a Confirmation of receipt of the Defect notification is sent to the Client (eventually of vain expiration of the time period for sending such notification pursuant to Sec. 11.2 of this Article), the Provider shall not be obliged to remove the defect or start removing it and the Client shall not be entitled to any Remuneration discount regardless of the existence of the defect or the person who caused such defect; until such moment the Client is obliged to pay the full Remuneration in its full amount to the Provider regardless of the Service quality defect.

- 11.4 The Provider shall be responsible for defects of provided Service only when the defect was caused by the Provider and, at the same time, the defect occurred either on the VNET Server or (if the VNET Server is not involved in provided Service) up to the Place of Service Delivery. Unless the Special Provisions of GT explicitly stipulate otherwise, the Provider shall be responsible for provision of the Service in agreed quality and parameters (e.g. speed of transferred data) only in the very Place of Service Delivery. The Provider shall not be responsible for any defects which occurred or have originated behind the Place of Service Delivery, e.g. on the Client's Server, Client's Equipment or Client's Hardware. For the purposes of this GT by the term "defect" or "defects" shall not be deemed any and all limitation, outages or interruptions of Service which occurred within and in relation to the scheduled and pre-announced service works on VNET Network, provided that such do not exceed the agreed (allowed) extent in the relevant period according to these GT or applicable SLA. A defect of the Service shall not be deemed a case when the Client or its authorised person is denied access to DC due to a breach of EaOR or the Contract. Disconnection of the Client's Server, Client's Equipment or Client's Hardware either from the electricity or data (internet) supply/connection shall not be deemed as a defect of the Service provided that the disconnection was caused or performed either (i) by the Provider exercising its right due to Client's breach of obligations under the Contract or EaOR, or (ii) by the Client or its authorised person granted access to DC itself.
- 11.5 In the case of a defect for which the Provider is responsible under Sec. 11.4 of GT hereinabove and provided that such defect is duly announced to the Provider under Sec. 11.1 of these GT (hereinafter as "**Reported Defect**") the Provider shall start removing the Reported Defect within the time period stated for the respective type of serverhousing service in SLA effective as to the date when the defect was reported to the Provider (such as "*time for beginning/starting of the service*", etc.). Period for starting removing the Reported Defect shall start to lapse at the moment when the Reported Defect was duly reported to the Provider according to these General Terms.
- 11.6 SLA may (but does not have to) state for a specific type of data service also a time to repair a Reported Defect. If that is the case, the Provider shall repair (remove) the Reported Defect within the time period specified for the respective type of serverhousing service in SLA effective as to the date when the Reported Defect was reported to the Provider. Time to repair the Reported Defect shall start to lapse from the moment when the period for starting removing the Reported Defect under Sec. 11.5 of GT expires. Time to repair the Reported Defect of provided Service (as a type of serverhousing service agreed in the Service Specification) is applicable only if SLA explicitly states such period (e.g. by stating "*time for removal of the defect*" or "*time to repair*").
- 11.7 If, according to SLA, no time to repair is applicable for the Service (as a type of data service under this Contract), the parameters of Service availability as stated in SLA shall remain applicable.
- 11.8 If the Provider either (i) fails to remove (repair) the Reported Defect for which it is responsible for within the time period specified in Sec. 11.6 of this Article (if time to repair is applicable for the selected Service), or (ii) due to duration of the Reported Defect(s) in decisive period the allowed Service availability parameter in SLA has been breached, the Client shall have the right to demand from the Provider a Lump fee payment discount which is to be adequate based on the ratio of the duration of the Reported Defect(s) (in minutes) within the decisive period (month/year) under SLA and the complete duration of the decisive period (in minutes). However, maximum discount of Lump fee may equal to the amount of the Lump fee payment applicable for the complete decisive period.
- 11.9 Discount under Sec. 11.8 of GT shall be applicable only in respect to the Lump fee (as part of the overall Remuneration) and shall not be applicable in respect to the Tariff fee. In case of (i) breach of minimum Service availability parameters under SLA, (ii) time-to-repair parameters (if applicable) or (iii) any other defect of provided Service, the Client shall have no right for discount/reduction of Tariff fee (as part of overall Remuneration) under these GT or pursuant to general legislation (mostly due to the fact that its amount usually depends on actual consumption).
- 11.10 If SLA does not state otherwise, for the purposes of calculation of period for starting removing the defects, eventually time-to-repair period if it is the case, the working hours shall be deemed time from monday to friday between 8 a.m. to 5 p.m., excluding bank holidays. The exact time of reporting the defect to the Provider shall be decisive whether the period for non-working hours or working hours shall be applicable (i.e. time of ending the telephone call where the Client reported the defect or time when the email message was delivered to the Provider's Contact Email). If the report of defect was made in written, it shall be deemed that the defect was reported on at 8 a.m. of the next business day after the letter was delivered to the Provider.

- 11.11 Service availability stated in SLA for respective type of serverhousing service, event. availability of the Service stated in the Service Specification, is expressed in percentage and shall be applicable to the time period as stated in SLA or Service Specification (e.g. month, year), i.e. to the decisive period. If there is no time period for calculation of Service availability included in the Service Specification, the service availability for respective type of serverhousing service as stated in SLA shall be applicable; otherwise period of a month. Should the applicable time period be a month according to SLA, Service specification or previous sentence, the applicable length of a month shall be the average duration of a month equal to 365/12. Should the applicable period be a year, the length of a year shall be 365 days. Service availability time shall be calculated down to minutes is respective applicable (decisive) time period; that means that the Service availability time represents a percentage of minutes when the Service shall be available in proportion to number of all minutes in applicable time period (in average time, year, etc.). Any outages, interruptions or limitations of Service about which the Client was informed ahead as planned service works under sec. 12.1 of these General Terms (e.g. maintenance works on VNET Network) shall not be deemed and calculated as time when the Service was not available. Time when the Client or its authorised person was denied the access to DC due to breach of the Contract or EaOR shall not be counted for time when the Service was not available (or deemed as a defect in Service), as well. In addition, the time when the the Client's Server, Client's Equipment or Client's Hardware were disconnected from the internet (data) connection and/or electricity supply (i) by the Provider due to Client's or its authorised person's failure to comply with obligations under the Contract or EaOR, or (ii) by the Client or its authorised person itself, shall not be deemed and calculated as time when the Service was not available.
- 11.12 The Client shall claim discount under Sec. 11.8 of GT by the Provider no later than within 3 months after the Reported Defect was announced to the Provider; after expiration of this period the right for discount shall cease to exist. The discount will be reflected by the next billing to the Client.
- 11.13 Eventual rights of the Client for Remunerations discount due to exceeding time-to-repair period (if applicable), breach of minimum Service availability or other periods stated in SLA, shall not cumulate. In case of overlapping claims the Client shall be entitled for the one Remuneration discount which will be the most favorable for the Client. The amount of any discount for any decisive period may not exceed the Lump fee (excluding VAT) for such decisive period.

Article XII.

Other Terms of Service Utility

- 12.1 There shall be no limitation within the scope of § 44(2)(b)(2.) of the Act when utilizing the Service.
- 12.2 Measurements and traffic controls performed by the Provider focusing on the prevention of network connection overloading pursuant to § 44(2)(b)(4.) of the Act shall be deemed as scheduled (pre-planned) outages or limitations of the Service about which the Client will be usually notified in advance. These operations may have an impact on quality of provided services in regard to temporary limitations of the data transfer speed.
- 12.3 Should the Client endanger or breach the security or integrity of the network (VNET Network or network of a third person), the Provider shall have the right to temporarily interrupt or limit provision of the Service to the Client until the time that the security and integrity of the network is guaranteed; the Client shall not be entitled to claim any Remuneration discount in this case.
- 12.4 The Service shall be deemed to be available if it is available at the Place of Service Delivery (the Provider is not responsible for Service availability behind the Place of Service Delivery).

Article XIII.

Client's Right to Enter the Data Center

- 13.1 Provisions of this Article XIII. shall be effective and binding for the Parties only in case the Client shall be granted access/enter to the Data Center (DC) pursuant to the Contract or Special Provisions of GT governing the specific type of serverhousing service, i.e. by Classic Serverhousing, Rackhousing or Device Housing. Provisions of this Article shall not be applicable for instance, in case of Virtual Serverhousing or Storage.

- 13.2 For application purposes of this Article, the Client's Server, Client's Hardware as well as Client's Equipment shall all be deemed as "reserved electrical equipment" within the Regulation. All provisions of this Article related to the Server / server (including rights and obligations of the Client in respect to the Server/server) shall be fully applicable also in regard to the Client's Hardware and Client's Equipment (and rights and obligations of the Client in respect to the Client's Server as well as Client's Equipment). All obligations of the Client in respect to the "Server" or "server" listed in this Article of GT (incl. obligations related to work on them, operation of it, etc.) shall be binding to the Client and the Client shall comply with them also in respect to the Client's Hardware and Client's Equipment and Rack (depending on the type of serverhousing service agreed in the Contract), and especially in relation to work on and operation of the Client's Hardware and Client's Equipment and eventually the Rack. Terms "work" on the server, Server or reserved electrical equipment shall mean such physical physical interventions which require the use of a tool (eg, opening the deck with a screwdriver, etc.) and / or handling with electrical circuits with a voltage or current exceeding than safe level. For the purposes of this Article XIII. under the terms "operation" or "servicing" the server, server or served electrical equipment shall be meant physical interventions that do not require the use of a tool (e.g. user-friendly replacable components such as RAM, hard drives, or keyboard and mouse operation) and thus do not involve work on the server in the sense of the previous sentence. The term preforming "activity" on servers or equipment is a broader term and encompasses both work and operation (resp. work or operation depending on the nature of the case).
- 13.3 Pursuant to the Regulation and act 124/2006 any work on reserved electrical equipment (esp. work on server) may be performed only by a person specified in § 21 to 24 of the Regulation, i.e. electrician (§ 21), self-employed electrician (§ 22), electrician for management or operation control (§ 23) and inspection technician of reserved electrical equipment (§ 24) (together hereinafter referred to as "**Qualified Person**"). Upon the Provider's request, the Client is obliged to prove the professional qualification of persons entering the DC on behalf of the Client and performing any work on the Server(s) by a valid certificate issued to such person by an authorized organization.
- 13.4 In addition to Qualified Persons, operation of reserved electrical equipment and/or work on reserved electrical equipment in accordance with the safety and technical requirements stated in § 20 of the Regulation may also be carried out also by a person without electrical education, provided that such person had been duly and provably instructed on operation/work with reserved electrical equipment to the needed extent and on procedure for providing first aid in case of an electric shock (hereinafter referred to as "**Instructed Person**"). Instruction of the Instructed Person shall be performed solely by a Qualified Person. In the case the person which operates a technical electrical equipment of low-voltage electric power shall lack the relevant electrical education, the instruction of such person may be carried out also by an Instructed Person authorized to do so by the Provider.
- 13.5 Instruction of Instructed Person must include at least instructions on the following matters::
- a) instructions on operation and activities performed on reserved electrical equipment in the premises of DC,
 - b) the first-aid procedure by electric shock,
 - c) required competence for activities performed on electrical equipment in the DC, including the requirements for work on server / Hardware,
 - d) location of main power switches for electricity supply and main water and gas closures;
 - e) location and use of fire distinguishers,
 - f) location of first aid kit and emergency exits,
 - g) location and use of communications means for calling assistance
- (hereinafter as "**Instruction**").
- 13.6 The Client shall ensure and is responsible for ensuring that all activities performed on the Server (and. the Client's Hardware) including work on server and server operation, are performed exclusively by Qualified Persons or Instructed Persons within the meaning of the above provisions of these GT and Regulation and that these person will comply with all obligations derived from the Regulation as well all safety, hygiene and fire regulations of the Slovak Republic; this also applies if the Client entrusts its employee or third party to perform any activity on the Server. The Provider is in no way responsible for the fact that the Client or its authorized persons meet the requirements specified in the Regulation when performing activities on electrical equipment or comply with obligations specified in these GT. The provisions of the Regulation, act 124/2006 and other generally binding legal regulations take precedence over these GT (especially in the event of any future legislative changes to the above regulations). Client is obliged to ensure and is responsible for ensuring that when performing any activities on servers by the Client or its authorised persons (incl. work on servers and operation of servers), all obligations required by the above-mentioned regulations, especially the Regulation, will be complied with, regardless of the wording of these GT.

- 13.7 Any person which is to be granted access to the DC must give the Provider prior to its first entry to DC a written consent to the processing of his / her personal data to the extent necessary (submitted by the Provider) and confirm in writing to the Provider that he / she was instructed by a Qualified Person (unless he / she is a Qualified Person person), resp. by Instructed person, with all obligations arising from the Regulation and this Article of GT, esp. with requirements for work with and operation of servers and other electrical equipment placed in DC and with other fact stated in Sec. 13.5 of these GT hereabove. The person concerned will not be allowed to enter the DC without the prior written consent and confirmation under this Section.
- 13.8 The Client may authorise another person (its employee or any other natural person) to have access to the DC provided that the following conditions are fulfilled:
- a) If the authorised person is a Qualified person, the Client shall notify the Provider in written to the Provider's Contact Address about it and submit the Provider an original of certificate issued for such authorised person by relevant authority which prove that such person meets the criteria for Qualified person stated in the Regulation. If the Client fails to do so, it shall be deemed that the authorised person is not a Qualified person.
 - b) If the authorised person is not a Qualified person, the Client shall ensure upon its own costs and risk and shall be responsible for that the authorised person is instructed by a Qualified person or by Instructed person (depending on the character of its activities) pursuant to this Article and the Regulation before its first entry to the DC.
 - c) The Client informs the authorised person that the premises of DC may be monitored by camera and audio systems.
 - d) The Client lists the authorised person in the Client Zone and fills in all required information about such person (e.g. ID number, name). The Client shall be responsible that all persons the Client lists (includes) in the Client Zone for DC access meet all criteria mentioned in this Article and in the Regulation which are necessary for operation and work on reserved electrical equipment; by listing/including such authorised persons in the Client Zone the Client confirms that such persons fulfill all the obligations stated in this Section of GT.
- 13.9 The Provider shall only allow access to DC to those authorised individuals which (i) the Client listed in the Client Zone, (ii) prior to the first entry into DC will give the Provider its written signed consent to process their personal data to the extent required by the Provider for entry into the DC (including processing of biometric data), and (iii) comply with the EaOR. The Client undertakes to list in the Client Zone only such individuals who meet all the conditions specified in this Article of the GT and in the Regulation that are required to perform any operation and / or work on the reserved electrical equipment. The Client is fully responsible for ensuring that all persons listed in the Client Zone meet the conditions set forth in the previous sentence from the moment of their including in the Client Zone and during the entire period when they are listed in the Client Zone as authorized persons to enter DC. The Provider is not be obliged to examine or check whether the persons listed in the Client Zone and authorised by the Client to enter DC meet the obligations specified in this section.
- 13.10 Provisions of Sec. 13.9 of GT shall apply also for either cases when the Client is a natural or legal person. If the Client is a natural person and does not meet the criteria allowing him/her to work/operate the reserved electrical equipment pursuant to the Regulation or this Article (is not a Qualified person), the Client shall not list himself/herself in the Client Zone and shall, in the meantime, either notify the Provider in written about it when signing the Contract or within 5 days after signing the Contract at the latest, or list in Client Zone another authorised person (other than Client) who shall meet the necessary criteria stated above.
- 13.11 The Parties agree that listing a person in the Client Zone shall have the effect (in respect to the Provider) of granting the power of attorney / authorization to the authorised person for entry to the DC. Similarly, the removal of a natural person from the Client Zone shall have the effect (in respect to the Provider) of immediate the termination of the power of attorney / authorization by the Client to access the DC.
- 13.12 The Parties agree that by listing a person in the Client Zone for DC entry, it shall be deemed automatically that such authorised person (i) agreed to meet all obligations stated in the Instruction and the Regulation, (ii) accepted the power-of-attorney / authorisation granted by the Client to enter the DC, (iii) acknowledges that the Provider will make audiovisual monitoring and recording of the person during his/her stay in the DC and (iv) has read the complete Memorandum published on the VNET Website.

- 13.13 After authorising a person in the Client Zone for DC entry and after the authorised person signs a written consent for processing of his/her personal data to the extent required/submitted by the Provider (including biometric data), the Provider shall grant the authorized person access to the DC. The Provider may (but is not obligated to) require from the authorised person before the entry to the DC the submission of a signed Instruction of such person carried out by the Client or to require that such authorised person is instructed by a Qualified person of the Provider and to sign an Instruction. The previous sentence shall have no affect as to the Client's obligations set forth in Sec. 13.8 and other provisions of this Article hereinabove and, at the same time, shall not relieve the Client of its full responsibility for meeting all the conditions of these GT and the Regulation for the performance of operation and / or work on reserved electrical equipment. The Provider further reserves the right to unilaterally change or introduce new conditions for access to the DC to the Client or its authorised persons. In addition, the Provider reserves the right to deny temporarily access to any person (even if meeting all requirements) due to maintenance works carried on in the DC or for security reasons.
- 13.14 Each person willing to enter the DC must meet all of the following requirements, otherwise the Provider is entitled to deny access to DC:
- a) submits the Provider its ID card,
 - b) grants the Provider its written and signed consent with personal data processing to the extent required by the Provider (including its bioetrical data),
 - c) after giving consent pursuant to previous letter, allows the Provider to scan its fingerprints (biometrical data) into to Provider's access system,
 - d) upon the Provider's request undergoes an instruction carried out by a Qualified person about performance of activities on reserved electrical equipment and procedures of providing first aid by electric shocks and such instruction confirms the Provider with a written and signed confirmation,
 - e) if such person is a Qualified person itself, such fact must be proven to the Provider by submission of an original of certificate issued by relevant authority; in such a case letter d) hereabove shall not be applicable.
- 13.15 After meeting the conditions under this Article, the Client or its authorized persons, shall have the right of access to the relevant DC 24 hours a day (where these GT refer to granting access to DC for the Client, it shall include its authorised persons as well, unless the nature of the matter indicates otherwise) . The Client has the right to access the DC solely for the purpose of work or servicing performed on the Client's Server (or Client's Hardware or Client's Equipment) located in the respective DC. The Provider reserves the right not to allow the Client (including its authorized persons) to access the DC or to expel from DC if the Client or a Linked person to the Client shall have any overdue monetary or non-monetary obligations or if such person shall breach obligations stated in Sec. 13.17, as well as for reasons listen in Sec. 13.18. of these GT.
- 13.16 When a person authorized to access the DC by the Client enters the DC, the Client shall be liable for any damage caused by such authorized person to the Provider or third parties as if such damage was caused by the Client itself.
- 13.17 When entering a DC, each person must:
- a) comply with all obligations stated in the EaOR,
 - b) refrain from any disposition, manipulation and physical interference whatsoever with things other than the Client's Server, Client's Hardware or the Client's Equipment, in particular any dispositions the assets of the Provider (esp. VNET Servers) and third parties (especially other customers of Provider), including their power cables,
 - c) refrain from any activity, manipulation, disposition, de facto interference or acts in the broadest sense that have or potentially may have a negative impact on the provision of services by the Provider to third parties (e.g. limitation or suspension of services provided to other customers of Provider),
 - d) not contaminate the DC area or leave any unused or unnecessary material therein,
 - e) not bring any food, drinks or liquids,
 - f) not smoke,
 - g) refrain from taking photographs or producing any audiovisual recordings in the premises of DC,
 - h) stay in the DC only for a necessary time,
 - i) keep the premises of DC clean and leave them in the same condition as they were upon the its entry,

j) comply with all other obligations listed in this Article of GT.

Provisions hereinabove in this section shall not have any affect to the additional obligations included in the EaOR which the Client, resp. the authorised persons, shall comply with.

- 13.18 The Provider reserves the right to deny the Client or its authorised person an access to the DC (or to expel from the DC) in case any important circumstances or reasons occur, in particular e.g. protection of third parties' property or other security reasons, securing of proper provision of services to third parties, emergence of possible damage to property or health occurs, ongoing construction works in the DC, ongoing inspection, revision, repair or modification of power or telecommunication lines in DC or equipment located therein, etc. The Provider reserves the right to expel the Client and its authorized person from the DC, especially in case of breach of any obligation specified in Sec. 13.17 of GT.
- 13.19 The Client acknowledges and agrees that the DC premises are continuously monitored and recorded by the Provider by cameras and other audiovisual equipment. The Client is obliged to inform all its authorized persons about this fact as well as with the entire content of the Memorandum before the Client enters such authorised persons to the Client Zone. By entering (listing) any authorised person to the Client Zone the obligation stated in the previous sentence shall be deemed fulfilled in respect to such person. Provider shall archive these audiovisual recordings for the period specified in the Memorandum.
- 13.20 Upon entering the DC, the Client is obliged to comply with the obligations stated in the generally binding legal regulations concerning health protection, safety of work, property protection, hygienic and fire regulations, as well as fire alarm guidelines and fire evacuation plan; the Client is obliged to inform its authorized persons about this fact before the Client enters (lists) them in the Client Zone. The Client shall be fully responsible for fulfilling these obligations. In the event of a breach of any of the above obligations by a person authorized to enter DC, the Client shall be liable itself for any and all damage and / or injuries as if the Client breached the obligation itself.
- 13.21 The Client shall be fully liable for any and all damage on property or health injuries occurring either to the Provider, other parties (esp. to other Provider's customers), to the Client itself or its authorised person for DC access, which were caused by breaching any of the liabilities stated in this Article or in general legislation of the Slovak Republic, including the Regulation.
- 13.22 If the Client or its authorised person fails to leave the DC premises immediately upon the Provider's request, the Provider shall be entitled to immediately and without any sanctions disconnect the Client's Server, Client's Equipment or Client's Hardware from the electricity supply and/or data connection until the Client or its authorised person leaves the premises of DC. In addition, the Provider shall be entitled for a penalty of 100,- EUR for each and every failure to meet the obligation to leave the premises of DC. If the Provider uses its rights guaranteed in this section, no breach of Provider's obligation to provide the Service occurs and the time of disconnection to electricity/data supply shall not be deemed as time when the Service was not unavailable for the SLA calculation purposes.
- 13.24 The Provider reserves the right to have its employee present by the Client (or its authorised person) during its entire presence in DC.
- 13.25 The Client undertakes to comply with the EaOR; if the Client authorises its employees or third persons to the entry into DC, the Client is obliged to acquaint the authorised persons with the EaOR as well as with the fact that EaOR will be placed in a visible place in the DC. EaOR in its effective wording will always be placed in a visible place in all Data Centers of the Provider. Upon each and every entry of the Client or its authorised person into the DC such person must immediately read carefully the EaOR. By signing the Contract itself, as well as by each entry and stay in the DC, the Client agrees to comply with the EaOR (in its effective wording) and is responsible for ensuring that all persons authorized to enter into the DC comply with the EaOR during their entire stay in DC.
- 13.26 The Provider shall have the right to change/amend the EaOR anytime; by placing the EaOR on a visible place in the DC the change/amendment of EaOR shall come to force and binding for the Client. The Provider is not obliged to notify the Client about any changes/amendments to the EaOR.
- 13.27 The Client shall be fully liable for any and all damage on property or health injuries occurring either to the Provider, other parties (esp. to other Provider's customers), to the Client itself or its authorised persons for DC access, which were caused by breaching any of the liabilities stated in the EaOR by the Client or its authorised person.

- 13.28 The Client must not bring or place into/in the DC (as well as into the rack):
- a) any Forbidden Devices;
 - b) any equipment, substances, materials and other things that may pose a safety risk from the point of view of work safety rules, Regulation, hygiene regulations or fire regulations, such as: flammable materials, unattended or loose work tools, damaged or incomplete equipment, etc. and any other things explicitly prohibited in EaOR (hereinafter "**prohibited things**"); as prohibited things shall be deemed for the purposes of application of this Article of GT also improper connection of electrical equipment or cables which violates the Regulation, principles of work safety, fire or hygienic regulations or the principle of damage prevention.
- 13.29 When the Provider finds out that the obligation stated in Sec. 13.28 was breached, it shall deliver to the Client a notification with the request for removal of Forbidden Devices, prohibited things or remedy the defective state within the period specified in the request; if the period is not explicitly specified than the period of 3 business day shall be applicable. The Provider shall be entitled to send/deliver notifications and requests under this section by email to the Client's Contact E-mail, by leaving a written notice on the Client's equipment (e.g. in the rack, on the Client's Server, Client's Equipment, etc.) or by placing a written notice on a visible and for these purposes assigned place/location in the DC where the breach occurred (this option shall be applicable especially in case of doubts to whom the Forbidden Device or prohibited thing belongs). By placing the notice on the relevant place the notice shall be deemed delivered to the Client. Should the Forbidden Device, prohibited thing or defective state in the DC mean an immediate danger of any damage emergence, the Provider is allowed to remove such things itself and immediately without any previous notification on the costs of the Client.
- 13.30 In the event that the Client fails to remedy the defective state or fails to remove the Forbidden Devices or prohibited things from the DC upon the Provider's notice within the period stipulated in Sec. 13.29 of GT hereabove, such failure shall be deemed as repeated and substantial breach of the Contract by the Client and the Provider shall be entitled to make any one or more of the further options: (i) to remedy the defective state and/or remove the Forbidden Device or prohibited thing from the DC itself on the Client's costs (of technically possible), or (ii) temporarily suspend or limit the provision of the Service; or (iii) terminate the Contract pursuant to Sec. 8.21(g) of this GT, and/or (iii) withdraw from the Contract pursuant to Sec 8.14 (e) of these GT. The choice between the options mentioned in the previous sentence (options may be cumulated) is solely upon the Provider's discretion and the Provider may make the choice(s) and perform relevant steps without any time limit from the moment then the Provider discovers the breach. The Provider shall draw up an internal service protocol on the removal of Forbidden Device, prohibited thing or defective and shall inform the Client thereof. Subsequently, the Client is obliged to pick the removed devices/things up from the Provider without undue delay and no later than within five business days after receiving the note. The provisions of Sec. 13.28 of these GT with respect to the removal and liquidation of Forbidden Devices and prohibited things shall apply mutatis mutandis.
- 13.31 The Client is obliged to place and connect its electrical and other equipment in DC only in accordance with the EaOR and in accordance with the instructions of the Provider or its authorized employee, if it is the case (e.g. in respect to the method of positioning and connecting the devices, the method of connecting the electrical supply, the placement of the plugs, etc.). If the Provider finds a breach of the obligation in the previous sentence or if the Provider assumes that the Client's equipment should be located or connected otherwise for safety reasons, the Provider shall deliver to the Client a note with the request to perform the remedy / change which the Client is obliged to fulfill within the time limit introduced in the note. The provisions of Sec. 13.29 of GT in terms of delivery of the note shall apply accordingly. If the Client fails to remedy / change the defective state, the Provider may (i) carry out the remedy / change itself at the Client's expense, if technically possible; (ii) temporarily suspend or interrupt the provision of the Service, (iii) terminate the Contract pursuant to Sec. 8.21 (g) of these GT, or (iv) withdraw from the Contract pursuant to Sec. 8.14 (e) of these GT. The choice between the options mentioned in the previous sentence is solely upon the Provider's side, and the Provider may do so without any time limit after the Client's breach of obligation.
- 13.32 In the event that the Client exceeds the scope of the Service provision agreed in the Service Specification (e.g. the Client occupies more U rack positions or more electrical connections/power supplies than agreed in the Contract), the Provider may:
- a) deliver the Client a note with the request to carry out a remedy of the defective state within the time limit stated by the Provide; provisions of Sec. 13.29 apply accordingly; or
 - b) adequately and unilaterally increase the Remuneration to the extent in this the Client exceeds the agreed scope of Service, taking into account the agreed Remuneration in the Service Specification for the originally agreed scope of Service, eventually Price List (for new items) and the extent of exceeded scope of the Service,

while the choice is solely upon the Provider. In the event that the Providers notifies the Client under a) above and the Client does not remedy the defective state, this shall be considered as a repeated breach of the Contract by the Client and the Provider shall be entitled to (i) remedy the defective state itself (if technically possible), (ii) temporarily suspend or interrupt the provision of the Service, or (iii) terminate the Contract under Sec. 8.21(g) of these GT. In case the Provider increases the Remuneration under b) of this section above, the increased Remuneration will be reflected in the nearest invoice issued after the Provider discovered a breach of obligation (an increase of Remuneration will be notified/announced to the Client by means of delivery of the invoice showing the increased Remuneration, no separate notification to the Client is necessary); such increased Remuneration shall be valid until the termination of the Contract, if not agreed otherwise by the Parties in writing. An increase of Remuneration under this clause is not considered to be a substantial change to the contractual terms (either in terms of the Act or these GT) and the Client shall not be entitled to terminate or withdraw from the Contract for this reason. The Providers's claim fo unjust enrichment against the Client for the period prior to the increase of the Remuneration shall not be affected by these provisions.

- 13.33 Should any of the provisions included in the EaOR be in an explicit contradiction to the provisions of these GT, provisions of GT shall have precedence. On the other hand, if the EaOR shall introduce any obligations exceeding (beyond) these GT, such obligations stated in the EaOR shall be unaffected and valid and the Client is obliged to comply with them.

Article XIV.

Value of the Server, its taking over and hand over

- 14.1 Unless this section hereunder or Special Provisions of GT state otherwise, all provisions of this Article shall be applicable and binding for the Parties with no regards as to the actual type of serverhousing service agreed in the Contract, followingly:

- a) All provisions of this Article to their full extent shall be effective and binding for the Parties each time, when in order to provide the Service the Provider shall physically take over / physically took over from the Client the Client's Server (e.g. when providing the Classic Serverhousing type of service) or any other hardware equipment in order to place it into the DC; in this case under the term "Client's Server" used in this Article for the purposes of application of this Article shall be deemed also such other hardware equipment physically taken over by the Provider from the Client.
- b) All provisions of this Article except Sec. 14.2 shall be to their full extent effective and binding for the Parties each time, when it is the Client who is allowed to place and/or connect any equipment in the DC by itself (e.g. by rackhousing or device housing type of services); in this case under the term "Client's Server" used in this Article for the purposes of application of this Article shall be deemed Client's Equipment (e.g. by rackhousing) or Client's Hardware (by device housing).
- c) If the scope of the Service includes the VNET Server which is completely or partially designated (physically or electronically/virtually) for the Client's disposal (e.g. by virtual serverhousing or dedicated serverhousing type of services), all All provisions of this Article except Sec. 14.2 shall be to their full extent effective and binding for the Parties with the following modifications: (i) under the term "Client's Server" used in this Article for the application purposes of this Article shall be deemed the relevant part / capacity of the VNET Server which may be used by the Client (mostly Virtual Server and Dedicated Server), (ii) under the term "Actual value of the Client's Server" used in this Article shall be deemed for the application purposes of this Article only the value of immaterial assets like software and data saved on the (virtual) part of the Server staying at the disposal of the Client (e.g. Dedicated Server, Virtual Server, storage capacity) which shall include the value of all data, applications and software saved or installed on the Server by the Client or any third person other than the Provider, and (iii) the Provider may, instead of the Storage Fee, introduce or increase the Insurance Fee, which shall represent the new/increased insurance payments of the Provider to the insurance company; the Insurance Fee is a PRE-PAID fee and shall be invoiced as a separate item. Introducing or increasing of the Insurance Fee may not be refused or objected by the Client and shall not be considered as a substantial change of contractual terms for which the Client could either terminate or withdraw from the Contract. All other provisions regarding the Storage Fee shall be applicable analogically also for the Insurance Fee.

- 14.2 By handing over the Client's Server to the Provider, the Parties are obliged to sign the Take-over Protocol in two counterparts, of which each Party keeps one counterpart. Take-over Protocol shall usually contain the date and signatures of both Parties, closer specification of the Client's Server, identification of the DC where the Client's Server shall be placed and stating the actual (real) value of the Client's Server pursuant to Sec. 14.3 of these GT. Upon the return of the Client's Server back to the Client both Parties shall sign a Take-over Protocol with the same content and in two counterparts of which each Party shall receive one. If the Client refuses to sign the Take-over Protocol, the Provider is not obliged to take over the Client's Server or to hand it over back to the Client.
- 14.3 For the purposes of these GT, the actual (real) value of the Subscriber Server shall include both the material value of the hardware equipment (tangible assets) of the Client's Server as well as the intangible (immaterial) value of the software and data saved on the Client's Server (including the value of all data, applications, files and information stored on the Client's Server, no matter if the data relate to or are owned by the Client or third parties (hereinafter referred to as the "**Actual value of the Client's Server**"). The Parties agree that the Actual value of the Client's Server may never be less than the sum of the potential total (material) damage and potential immaterial (intangible) damage that may be caused to the Client and third parties by damaging or destroying the Client's Server and its software or loss of data stored on the Client's Server.
- 14.4 If the Actual value of the Client's Server (as defined in Sec. 14.3 hereinabove) exceeds the Maximum Server Value, the Client is obliged to inform the Provider of such prior to signing the Contract and the Client must include this information as well as the exact (fixed) height of Actual value of the Client's Server in written into the Contract (e.g. in Other Arrangements). Should the Actual value of the Client's Server exceed the Maximum Server Value after signing the Contract, the Client must inform the Provider of such without undue delay but no later than within 3 (three) business days after the Maximum Server Value had been exceeded; notification must be made in written to the Provider's Contact Address and must include the exact (fixed) height of the Actual value of the Client's Server (hereinafter as "**Notification of exceeding the Maximum Server Value** "). The obligation stated in the previous sentence shall be effective also after the Contract terminates throughout the complete term when the Client's Server is placed in the DC, no matter for what reason (e.g. the Client failed to pick up the Client's Server, the Provider executes its right of lien, etc.). Until the Client informs the Provider (either directly in the Contract itself or by Notification of exceeding the Maximum Server Value) that the Actual value of the Client's Server exceeded the Maximum Server Value, the irrefutable legal assumption shall apply that the Actual value of the Client's Server does not exceed the Maximum Server Value and the Client may or shall not claim against the Provider any damage or injury beyond (i.e. exceeding) the Maximum Server Value. The Client shall be solely responsible for the timely, due and true notification of the Actual value of the Client's Server to the Provider and the Provider shall not be obliged to ascertain, check or verify the Actual value of the Client's Server. Analogically to the above mentioned, the Client is obliged to inform the Provider in writing about any changes to the Actual value of the Client's Server (esp. its increase) at the Provider's Contact Address without undue delay, but no later than within 3 business days, which shall include the new height of Actual value of the Client's Server.
- 14.5 If the Client fails to comply with its obligations stated in Sec. 14.4 of these GT, or if the Client's notification lacks the exact (fixed) height of the new Actual value of the Client's Server, such notification shall be invalid and void and the irrefutable legal assumption that the Actual value of the Client's Server does not exceed the Maximum Server Value shall apply further; in the meantime, the Client may or shall not claim against the Provider any damage or injury beyond (i.e. exceeding) the Maximum Server Value.
- 14.6 The Parties have agreed that if the Actual value of the Client's Server pursuant to the Contract or pursuant to the Notification of exceeding the Maximum Server Value exceeds the Maximum Server Value, the Provider shall be entitled to immediately and unilaterally increase the Storage Fee (over the 10 % of Lump fee) also during the term of the Contract. The amount of increase shall represent to the amount of insurance payment/fee of the Provider payable to the third party (insurance company) for insurance of overall damage responsibility with the indemnity amounting to, or increased by ,the Actual value of the Client's Server. The Client is obliged to pay the increase Storage Fee (invoiced wither separately or as part of the increased Lump fee) on the basis of issued invoices. Increasing the Storage Fee under this clause is not considered to be a substantial change of the contractual terms and conditions and the Client is not entitled for such reason either to terminate the Contract or withdraw from the Contract.
- 14.7 The Storage Fee may be included in the invoices for providing the Service either as part of the Lump fee or as a separate item (esp. when increasing the Storage Fee under this Article). The Storage Fee is a PRE-PAID fee. Storage Fee shall be deemed as price (remuneration) for Other service.

- 14.8 The Provider is entitled to conclude an insurance with any insurance company. The Client shall have no right to dispute or to object the amount of the insurance payment that the Provider is obliged to pay to the relevant insurance company and hence the amount of the increased Storage Fee.
- 14.9 The Provider may, but is not obliged, to have insurance agreed or increased the amount of indemnity under the general liability of the Provider for damage caused to third parties, even if the Actual value of the Clients Server under the Contract or the Notification of exceeding the Maximum Server Value exceeds the Maximum Server Value.
- 14.10 Notwithstanding the foregoing, the Client is obliged to have valid insurance of the Client's Server against damage caused to the Client's Server (including data loss) by third parties (including the Provider) at its own expense and liability and for the entire duration of the Contract and with the indemnity covering at least the Actual value of the Client's Server.
- 14.11 If the next sentence does not state otherwise, the Provider shall hand over the Client's Server only to the Client or to the person from which the Client's Server had been taken over. However, the Provider is allowed (but not obliged) to hand over the Client's Server to another person if (i) the Client approves or instructs of such hand-over in writing or electronically by email to the Provider, or (ii) such third person proves its legal claim which entitles it to be handed over of the Client's Server (e.g. by agreement concluded with the Client, court's decision, legislation, etc.). Provision of this section shall have no affect as to the obligation of the Provider to hand over the Client's Server to the Entitled authorities under the relevant legislation.

Article XV.
Provider's right of retention (right of lien)

- 15.1 If the Client is in default of payment of any monetary obligation (including penalties) to the Provider arising from the Contract or from any other legal relationship with the Provider, the Provider shall be entitled to unilaterally exercise the retention right (right of lien) pursuant to § 151s and following of the Civil Code towards the Client's property / equipment, which the Provider has taken over from the Client and/or which will be located in any of the Data Centers in connection with the Contract, including sotware and data saved on them, e.g. Client's Server, Client's Equipment, Client's Hardware, devices in Rack, etc. (hereinafter referred to as the "**Detained property**"). The right of lien and all provisions of this Article of the GT shall survive and stay effective even after the termination of the Contract. The right of lien shall be applicable (and may be exercised) in respect to all parts and accessories of the Retained property and in respect of all data, software and applications saced/installed on the Retained property. The provisions of Sec. 8.34 of the GT are not affected by this Article.
- 15.2 The right of retention shall arise in fact by an unilateral act of the Provider of retention of the Detained property. The Provider shall be entitled to exercise the right of retention (lien) in regard to the Detained property regardless of whether the Client is its owner or not. The Client shall be fully and solely responsible for any damages caused to any third parties as a result of exercising the Provider's right of retention in respect to the Detained property.
- 15.3 During the exercise of the lien, the Provider shall have the right (i) to place and store the Detained property into/in another DC or any other location, at the sole discretion of the Provider, (ii) for the payment of Storage fee by the Client, (iii) disconnect the Detained property form electricity and data supply / connection, and (iv) suspend the Client's right to access the DC. During the exercise of the lien, the Client shall not have the right (i) to have physical access or data connection to the Detained property, (ii) to download any data or other software from the Detained property, (iii) to perform any Physical Interventions or Electronical Intervention in respect to the Detained property, and (iv) to acces any and all of Provider's Data Centers; this is applicable also in case the Client shall be granted access to DC pursuant to Special Provisions of GT for the respecitve type of serverhousing service.
- 15.4 During the exercise of the lien by the Provider, the Client shall not perform any disposition with the Retained property; the Client is explicitly not allowed to transfer, sale, donate, lease, rent, burden, use as a collateral, etc. the Retained property. If the Client breaches its obligation referred to in the previous sentence, the Provider shall be entitled to a contractual penalty against the Client in the amount equal to either the Maximum Server Value or Actual value of the Client's Server (in the terms of Art. XIV. of GT) whichever is higher. The right for penalty under previous sentence arises at the very moment of breaching the Client's obligation.
- 15.5 The authorization, execution and duration of the lien shall not be affected by the fact, if the Client is not the legal owner of the Detained property, or if the Client (violating these GT) made any disposition with or transferred the

Detained property onto a third party. Such a third party cannot claim the release or handing over of the Detained property which is the subject matter of the Provider's right of lien.

- 15.6 The right of lien shall expire (terminate) upon the payment of all of the Client's financial obligations to the Provider, the release (hand-over) of the Detained property to the Client or third person, the cessation of the Detained property (or its liquidation within the meaning of Sec 8.34 of the GTC), or by providing sufficient security with the written consent of the Provider.
- 15.7 The Client shall not be entitled to claim any damages caused to the Client directly or indirectly as a result of the Provider's exercise of the right of retention in respect to the Retained property, while this right is granted to the Provider by the Civil Code. The provisions of the previous sentence shall also apply to all data, software and applications stored or installed on the Retained property.

Article XVI. Liability for Damage

- 16.1 The Provider shall be liable for any and all damage caused by violation of its statutory or contractual obligations only under conditions and only up to the limit as agreed between the Parties further in this Article of GT.
- 16.2 The Parties have agreed on damage liability modification that in the case of a violation of any contractual or statutory obligation of the Provider in relation to the Contract or provision of Service, the Provider shall only be liable for the emerged material damage (*damnum emergens*) and only up the limit equal to the amount of Maximum Server Value. The Provider shall not be liable to the Client for any lost profit (*lucrum cessans*) or any non-material harm (e.g. harm to the reputation, harm to social status, etc.) or any indirect damages.
- 16.3 The Provider shall not be liable to the Client for any loss/damage suffered by the Client due to breach of obligations, illegal acts or omission of act by the Client himself/herself or of any third party. The Provider shall not be liable for any damage suffered as a consequence of circumstances which the Provider could not have influenced or foreseen (e.g. Force Majeure). The Parties have also agreed that the following circumstances shall be deemed circumstances excluding the liability for damage of the Provider:
- a) impossibility to duly provide the Service due to a culpable act (or omission of act) of/by the Client,
 - b) if disconnection or damage to VNET Network or other networks used for provision of Service due to act of a third party or circumstances which were not caused by culpable act of the Provider, incl. disconnection, damage or disruption of underground or overground network lines (cables) performed by either the Client or any third party outside of the DC,
 - c) Client's breach of obligation derived either from this Contract (incl GT), EaOR or legislation which directly or indirectly gave cause to emergence of damage or which contributed to the emergence of damage,
 - d) damage was caused (also) by culpable act of the Client or a third person,
 - e) if the Service is being provided free of charge (either because of the Superior contract or for any other reason), or when the damage occurred during the time when the Service had been provided free of charge;
 - f) impossibility of duly rendering the Service caused by software or hardware equipment of the Client;
 - g) the cause of the damage lies outside the internet (data) connection and electrical connection of the Server, especially if the damage occurred as a result of software / data transmitted via the internet, software / data stored / saved on the Client's Server, Client's Hardware, Client's Equipment or other Client's devices located in the Rack (by rackhousing services) , incorrect hardware equipment (or its configuration) provided by the Client himself, etc., unless otherwise stated in the Special Provisions of GT for the relevant type of serverhousing service.
- 16.4 The Client shall not have the right to claim any damages and the Provider shall not be liable for any damage/harm caused by a breach of the Client's preventive obligation stipulated by general legal regulations (in particular § 415 and foll. of the Civil Code) or breach of the Client's obligation set forth in the Contract including these General Terms or in the generally binding legal regulations of the Slovak Republic, or by a breach of obligations specified in the user manuals received by the Client from the Provider or breach of EaOR (should the Client have access to the DC under Special provision of GT).

- 16.5 The Provider shall not be liable for any damage caused by unauthorized modifications of or interference with the Provider's device or the VNET network carried out either by the Client or a third party. The Provider shall not be liable for the protection of Client's devices against the potential threats to the internet (e.g. viruses, SPAM and other threats) resulting from the nature of the internet, especially its openness to other users of internet access anywhere in the world. The Provider is not responsible for the content, scope, security and legality of data transmitted via the Internet. The Client shall be responsible for ensuring the software protection of the Client's devices and equipment. The Provider shall not be liable to the Client for damage or costs caused by or related to the loss of data, software or applications stored/saved on the Server, Client's Equipment or Client's Hardware.
- 16.6 If the Actual value of the Client's Server in terms of Art. XIV of these GT exceeds the Maximum Server Value, the Provider shall be liable to the Client for any damage (harm) occurred on the Client's Server or in relation to the Client's Server (as is this term defined in Art. XIV of GT) which exceeds the Maximum Server Value only in case the Client duly and properly notified the Provider pursuant to Art. XIV of these GT that the actual value of the Client's Server is over the Maximum Server Value and, in the meantime, if the Client had fulfilled all its obligations stated in Art. XIV of these General Terms.

Article XVII.

Amendment of the actual Contract

- 17.1 Unless stipulated otherwise in these General Terms, the actual Contract (without the General Terms) can only be amended or changed by a consent of both Parties and such amendment shall have the form of a written amendment to the Contract.
- 17.2 The Parties may amend or change any part of the Contract including the Service Specification in the form of a written amendment. Should the amendment include a Minimum Term identified by a time period (e.g. by a specific number of months/years), it shall be deemed that by concluding such amendment to the Contract a new Minimum Term as stated in the amendment shall begin to lapse. In such a case, the "Minimum Term" shall be deemed to be the period stated in the amendment and shall begin to lapse on the date of concluding the amendment to the Contract (i.e. not from the First Chargeable Day). In such a case, the term "Minimum Term" for the purposes of the Contract shall mean the term stated in the amendment (or in the Service Specification as amended by the amendment).
- 17.3 By an amendment to the Contract the Parties may replace the complete wording of the (actual) Contract (and/or also the relevant general terms and conditions for the respective type of Service which shall be explicitly stated in such an amendment); if that is the case, the provision of Sec. 17.2 of this Article shall be applicable in relation to the Minimum Term. Since the Service is already installed when such an amendment replacing the complete wording of Contract is concluded, the Parties are not obliged to sign a Take-over protocol and provisions regarding the obligation to install the Service shall not be applied. If an amendment contains a different amount of Remuneration and the Service Specification does not state otherwise, the Client shall be obliged to pay the new Remuneration since the day of concluding the amendment. If an amendment replaces the complete wording of the Contract and if the nature of things does not imply otherwise, the term "Contract" shall mean the Contract as amended by the respective amendment.
- 17.4 The Parties have agreed hereby that the Contract may also be amended in other than written form provided that the conditions stipulated in Sec. 17.5 of this Article are fulfilled and provided that the change of the Contract lies in extension of the Service (its parameters) with parallel increase of the Remuneration or prolongation of the term of the Contract if the original Contract was agreed for an indefinite period of time (hereinafter as "**Additional change of Service**"). An amendment of the Contract in other than written form is explicitly not possible especially when a new electronic communication service is to be provided (where the Act requires a written form) or if the Remuneration is to be decreased. For the sake of clarity the Parties agreed that if the Client pays the first invoice containing increased Remuneration based on an Additional change of Service, the Client agrees with the Additional change of Services as well as with the increased Remuneration.
- 17.5 The Additional change of Contract within the scope of sec. 17.4 of this Article, may be performed by the Parties in any of the following forms (other than written form):
- a) in electronic form by sending an email including a proposal of amendment to the Contract of the proposing Party to the other respective Party (Client's Contact E-mail or Provider's Contact E-mail), which must be, in order to accept such proposal, accepted by the other Party by an email including explicit approval of the

proposed amendment to the Contract which was sent to the proposing Party without undue delay, but no later than 14 days after delivery of the email with proposal of amendment to the Contract; otherwise (by expiration of the stated period) the proposal for Contract amendment shall be deemed to be refused by the other Party,

- b) by telephone conversation on the Customer Line (Provider may require the PIN),
- c) electronically through Client Zone, or
- d) other form accepted by the Provider if it includes a clear will of both Parties to amend the Contract and clear specification of their rights and liabilities.

17.6 For the sake of clarity, provisions of this Article shall not affect the Provider's right to unilaterally change the General Terms in accordance with Article XVIII. of these General Terms, or to change the Price list or SLA, whereby such changes shall also be deemed as an amendment to the Contract. Additional change of Contract under sec. 17.4 of this Article shall not be deemed as a change of General Terms; therefore, provisions of Art. XVIII. of General Terms shall not be applicable such a case.

17.7 While concluding the Additional change of Service, the Provider is allowed (not obliged) to demand stating the PIN which the Provider gave/sent to the Client in relation to the Service. The Client shall not disclose the PIN to any unauthorised person. When concluding the Additional change of Service, the Provider shall take no responsibility in terms of the fact if the actual person submitting the PIN is the Client itself or other person authorised by the Client to amend the Contract; this shall be applicable accordingly when the Additional change of Service is performed through the Client Zone or Client's Contact Email.

Article XVIII. Amendment of the General Terms

18.1 The Parties have agreed that the Provider shall have the right to unilaterally change or amend at any time the wording of these General Terms (hereinafter as the "**Amendment of the General Terms**" or "**Amendment of GT**"). A substantial Amendment of GT shall be deemed only such Amendments of GT, which are listed in Sec. 18.5 of GT; a substantial Amendment of GT shall mean a substantial change of contract terms within the meaning of § 44(9) of the Act.

18.2 The Provider shall be obliged to notify the Client of any substantial Amendment of GT at least 30 days prior to the proposed day when the substantial Amendment of GT shall come to force; notification shall be made either by an email sent to the Client's Contact E-mail, in writing to the Client's Contact Address or by short messaging service (SMS). The Provider's obligation to notify the Client of a substantial Amendment of GT shall be deemed to be fulfilled also when the Provider sends an email informing that there will be an Amendment of GT with a link to the wording or proposed substantial Amendment of GT or link to the complete new wording of complete GT including the proposed substantial Amendment to GT). A failure to meet the Provider's obligations stipulated in this section shall not affect the validity of the Amendment of GT and the date when it comes to force.

18.3 Should the Client disagree with the substantial Amendment of GT, the Client shall have the right to unilaterally withdraw from the Contract without any penalties within one month at the latest from the day when the Client had been notified about the upcoming substantial Amendment of GT in accordance with Sec. 18.2 of GT hereinabove. If the Provider fails to notify the Client of the substantial Amendment of GT in accordance with sec 18.2 of GT, the Client shall have the right to unilaterally withdraw from the Contract within one month from the date as of which the Client got aware of the substantial Amendment of GT, however, no later than within three months from the date when the substantial Amendment of GT came to force (no matter if the Client got aware of such). After expiration of the period stated in the previous sentence, the Client's right to withdraw from the Contract shall expire (cease to exist) pursuant to § 44(7)(a) of the Act.

18.4 The Client shall have the right to withdraw from the Contract in accordance with Sec.18.3 of this Article only if the character of the Amendment of the GT is of a substantial one. The Parties have agreed that the following changes shall be deemed to be a substantial Amendment of GT within the meaning of these GT, § 43(2)(c) of the Act, § 44(8)(a) of the Act and § 44(9)(a) of the Act: an increase of the Lump fee (excl. VAT), increase of the Tariff fee (excl. VAT), increase of the contractual penalties charged to the Client or such a change to these GT which significantly limits the rights or significantly extends the obligations of the Client outside the scope of general legislation. Any and all other Amendments of GT not listed in the previous sentence shall not be deemed to be a substantial Amendment of the GT pursuant to these GT and the Act. The Parties state explicitly that the following changes ot Amendments of GT shall not be deemed to be a substantial Amendment of GT:

- a) Amendment of GT comprising only a formal change of GT which does not affect the Client's rights and obligations or does not affect them in a substantial extent,
- b) Amendment of GT which, in comparison to the original wording of GT, shall introduce only more favorable conditions for the Client,
- c) Amendment of GT expanding the confidentiality obligations of the Parties or a change of the GT pertaining to the personal data protection,
- d) Amendment of GT changing only the payment terms and invoicing,
- e) Amendment of GT comprising only of a change of the Provider's Identification Data, change of the Provider's Contact Address, change of the Provider's Contact E-mail or change or Customer Line,
- f) change of the Complaints Code of Practice, i.e. a change of Art. VII. of the GT,
- g) Amendment of GT which changes definition(s) of terms as included in Art. I. of these GT,
- h) Amendment of GT which shall have no affect as to the Service, i.e. to the type of serverhousing service which is the subject matter of the Contract,
- i) Amendment of GT which is directly or indirectly caused by a change of legislation of the Slovak Republik or EU legislation,
- j) Amendment of GT dealing with the provision of network neutrality principles (Art. XXVI. of GT) or deletion of such provisions from the GT,
- k) change or deletion of the complete Art. XXVII. of these GT or its individual provisions,
- l) change of EaOR (since the EaOR is not a part of the Contract);
- m) change of the location of Server, Rack, Client's Equipment or Client's Hardware within the same Data Center or to another of Providers' Data Centers provided that no decrease of quality of the Service occurs, or
- n) addition of new Special Provisions of GT or deletion of any Special Provisions of GT due to introducing / termination of provision of new/old type of serverhousing services.

18.5 The Parties have explicitly agreed that a substantial change of contractual conditions within the meaning of these GT, § 43(2)(c) of the Act, § 44(8)(a) of the Act and § 44(9)(a) of the Act shall not be deemed a decrease of increase of such Fees (i.e. parts of Tariff fee), where the price is regulated or given by general legislation, decisions of regulatory authorities (e.g. RONI), distributors or electricity or other energies or where the Provider invoices to the Client the price which the Provider further pays to its partners. A substantial Amendment to GT, therefore, is not a change (increase) of Electricity Consumption Fee, Reserved Capacity Fee, Licence Fee, eventually change or introducing of Storage Fee pursuant to relevant provisions of these GT.

18.6 The Client shall not have the right to withdraw from the Contract due to an Amendment of the General Terms if such amendment was directly or indirectly caused by a change of a generally binding regulation or by a resolution of a public administration authority or an European Union authority. The Client shall not have the right to withdraw from the Contract or terminate the Contract in the case of an Amendment of the General Terms which does not have the nature of a substantial Amendment of the General Terms as described in this Article. The Provider shall not be obliged to inform the Client of an Amendment of the General Terms that is not considered to be of a substantial one. The Provider shall be obliged to display any Amendment of the GT not considered as substantial on the VNET Website from the date when such unsubstantial Amendment of GT comes to force; this obligation is fulfilled also by publishing an up-to-date wording of GT (including the Amendment to GT) on the VNET Website.

18.7 A withdrawal from the Contract by the Client pursuant to Sec. 18.3 of this Article must be to be made in writing, be sufficiently clear, must include a distinctive reason for withdrawal including specification of the Amendment of GT due to which the Client intends to withdraw from the Contract, must include a date, be signed by the Client and must be delivered to the Provider's Contact Address within the time limit as stipulated in Sec. 18.3 of this Article, otherwise it shall be deemed invalid and ineffective and the Provider will not have to take it into account. Client's withdrawal from the Contract due to a substantial Amendment to GT may not be performed electronically by sending an email. Provisions of Sec. 8.12 of these GT concerning an Incomplete withdrawal (or withdrawal performed only electronically) shall be applicable adequately also in this case (including the choice of the Provider to accept an Incomplete withdrawal implicitly by termination of provision of the Service). Client's withdrawal from the Contract due to an Amendment of GT which is not considered to be a substantial Amendment of GT is not allowed and shall be invalid and void.

18.8 If the Provider provides to the Client on the basis of the Contract more then one Public services in accordance with the Act, the Client shall have the right to withdraw from the Contract in accordance with this Article only in relation to

that Public service or part of the Public service directly affected by the reason for withdrawal, or the provision of which cannot be technically separated from the Public service to which the reason for withdrawal directly pertains.

- 18.9 The provisions of this Article and the possibility to withdraw from the Contract due to the reasons indicated in sec. 18.3 of this Article shall pertain exclusively to the Public services within the meaning of the Act. If, on the basis of the Contract, the Provider also provides other services than Public services, the Client may not withdraw from the Contract in accordance with Sec. 18.3 of this Article in respect to services which are not Public services; a withdrawal from the Contract in accordance with Sec. 18.3 (provided it is effective) shall not affect the effectiveness and validity of the Contract with regard to other than the Public services, if, considering their nature, they can be separated.
- 18.10 If a valid and complete notice of withdrawal from the Contract is delivered to the Provider before the date when the substantial Amendment of GT comes to force, this Contract shall be terminated on the day preceding the day as of which the substantial Amendment of GT shall come to force. If a valid and complete notice of withdrawal from the Contract is delivered on the very day when the substantial Amendment of GT or later within the expiration period specified in sec. 18.3 of GT, this Contract shall be terminated on the day of delivery of the valid and complete notice of withdrawal to the Provider.
- 18.11 If the Client submits a notice of withdrawal from the Contract in accordance with this Article to the Provider, the Client may revoke it until the date of Contract termination in the same form as the Client notified its withdrawal.
- 18.12 As from the date when the Amendment of GT (either substantial or not) comes to force, the GT shall be binding for both Parties in their amended wording. After the Amendment of GT comes to force, the Provider shall have published on the VNET Website only the effective wording of GT.
- 18.13 Should the Client disagree with the substantial Amendment of GT due to which the Client is allowed to withdraw from the Contract pursuant to these GT or the Act, the Parties may agree that the Client shall continue to be bound by the original (previous) wording of the GT valid prior to the substantial Amendment of GT; such agreement must be made in writing and be signed by both Parties.
- 18.14 If the Provider notifies the Client about the upcoming substantial Amendment of GT and the Client delivers to the Provider its withdrawal from the Content no later than 14 days prior to the date when the substantial Amendment of GT shall come to force, the Provider is entitled to inform the Client (also in electronic form by email) within 3 days after delivery of the withdrawal that the upcoming substantial Amendment of GT shall not be applicable and effective in respect to the Client and that the Parties shall be bound by the wording of GT before the respective substantial Amendment to GT came to force; if that is the case, the Client's withdrawal shall become null and void and the Contract shall continue further (with GT wording as effective prior to the substantial Amendment of GT, being an integral part of the Contract).

Article XIX. Confidentiality Obligation

- 19.1 The Parties have agreed that all facts and information concerning the Contract and the Parties' legal relationship based on the Contract and provision the Service (especially those included in Service Specification, Other arrangements and Take-over Protocol) shall be deemed confidential, unless stipulated otherwise in this Article (herein after as "**Confidential Information**").
- 19.2 During the term of the Contract, as well as after its termination, the Client shall have no right to publish or disclose the Confidential Information to any third party in any way whatsoever without being granted a previous written consent of the Provider.
- 19.3 The Parties have agreed that the confidentiality obligation shall not be applicable to disclosure of Confidential information to legal representatives (advocates) of the Parties, submission to courts, criminal prosecution authorities and other public authorities of the Slovak Republic and third countries, accounting and tax advisors, auditors, third parties or public authorities (incl. Entitled Authorities) when fulfilling statutory obligations or obligations imposed by a public authority's resolution by virtue of the law. By signing the Contract the Client notes and agrees that the Provider is entitled to disclose the Confidential Information, the Contract, all facts and information included in the Contract as well as all other information regarding provision of Services (including the identification of Client, Connection Location,

Client's IP address, etc.) to criminal prosecution authorities and other Entitled Authorities based on their request delivered to the Provider; the Provider is not obliged to inform the Client about this disclosure.

- 19.4 The Parties have also agreed that the confidentiality obligation specified in this Article shall not be applicable to the Provider in the case of an assignment of claims against the Client to a third party or assignment pursuant to sec. 4.12 of GT; this shall apply also in case the Client designated certain information or facts as confidential or which could be considered as business secret of the Client. In this case the Provider shall have the right to make available and hand over this Contract and all the facts and written documents pertaining to the legal relationships with the Client to a third party, which becomes the assignee of the respective claims, also even without the Client's consent.
- 19.5 The following facts shall not be deemed as Confidential Information and therefore, the confidentiality obligation does not apply in this situations:
- a) the fact that the Parties have concluded the Contract and that based on it the Provider provides Services to the Client (including the specific type of serverhousing service),
 - b) facts and information that became publicly known by means other than by breaching any obligation by the Client,
 - c) facts and documents which are published on the VNET Website (e.g. these GT, SLA, Price List), and
 - d) the right of the Provider pursuant to sec. 20.5 of the General Terms.

Article XX. Other Provisions

- 20.1 By signing the Contract, the Client confirms that upon signing the Contract for the provision of the agreed electronic communication service it was offered by the Provider a contract for the same type of electronic communication service as the one being the subject matter of the Contract with a minimum term of contract of no more than 12 months.
- 20.2 If the Client is a legal entity, by signing the Contract the Client confirms that the individual(s) acting on its behalf when signing the Contract are authorized to act on behalf of the Client and thus sign the Contract without any limitations.
- 20.3 In accordance with the respective provisions of Act No. 147/2001 Coll. on advertising as amended, by signing the Contract the Client gives its consent to the Provider to send to the Client's contact e-mail advertisements containing in particular advertising related to the goods and services provided by the Provider or information about planned outages. limitations of provided Service, congratulations, wishes and any limited time offers, etc. The Client grants its consent to the Provider under this section for the term of the Contract and the following 6 months after termination of the Contract. The Client shall have the right to revoke this consent at any time, either by sending an e-mail to the Provider's contact e-mail or by sending a letter to the Provider's contact address; even without stating the reasons for revocation.
- 20.4 The Contracting parties have agreed that all the Provider's obligations derived from the Contract may be performed on behalf of the Provider with regard to the Client by any company from the VNET Group or any third person authorised by the Provider, all these with the same effect as if the obligations were performed by the Provider itself. The Client undertakes to accept such performance provided on behalf of the Provider.
- 20.5 The Parties have agreed that the Provider shall have the right to display free of charge the Client's business name or other designation or trademark on the VNET Website, in advertising, promotional or other documents for the purposes of stating a reference or stating the fact that the Provider currently provides or has provided services to the Client (hereinafter as "**References**"). The Provider's right specified in this section shall remain effective and in force also after the termination of the Contract. The right to display the Client's trademark as Reference in accordance with this section shall not constitute a license agreement, and Client shall not have the right to claim any payment or other performance from the Provider for this. The Client shall be entitled, even without stating any reason, to demand removal of Client's References from the VNET Website as well as termination of using of any and all Client's References.
- 20.6 The Client undertakes that if the funds by which it will fulfill its financial obligations to the Provider related to this Contract (in particular the payment of Remuneration, Fees, penalties, etc.) shall be considered as funds under § 2(1)(a)(1) of ZRPVS, the Client shall be obliged to notify the Provider about this fact in writing without undue delay,

but no later than 5 business days after the first payment to the Provider and, if possible, at the time of signing the Contract. The Client which is registered in the register of partners of the public sector in terms of ZRPVS, resp. shall be entered into the above-mentioned register during the term of this Contract, the Client is obliged to notify the Provider of this fact when signing the Contract or within 30 days after the Client's registration in such register pursuant to ZRPVS.

- 20.7 The Parties declare that the Contract may have been concluded as a result of the activities of an intermediary / sales representative working for the Provider (so-called Affiliate), in which case the Affiliate will be listed in the Contract Header in the part identifying the Provider; however, this does not change the fact that the Provider is VNET and the Affiliate does not acquire any rights and obligations under the Contract.

Article XXI. Price List

- 21.1 The Provider is entitled to unilaterally change the Price List and its effective wording shall have published on the VNET Website.
- 21.2 Change of Price List shall have no impact as to the price items which were concluded by the Parties in Service Specification as Lump fee; the Lump fee shall not change in case of Price List changes.
- 21.3 Provided that due to a change of Price List a decrease of prices representing Tariff fee occurred, the change of Price List shall have no effect as to the Tariff fee which remains unchanged; the Client shall pay the Provider the Tariff fee pursuant to Service Specification or pursuant to the Price list in its wording effective as to the day when the Contract was concluded (this shall be applicable also then the Service Specification makes reference to Price List). However, the Provider may voluntarily (however is not obliged) to invoice such items of Tariff fee to the Client in lowered new price. However, no legal claim of the Client to request the lowered prices of Tariff fee shall occur due to change of Price List.
- 21.4 Unless the Provider specifies otherwise, in the event of an increased price of those items for which the Client pays the Tariff fee, the Provider shall be entitled to a higher Tariff fee (and shall be entitled to charge and invoice the Client an increased Tariff fee) as from the moment of change of Price List (if such price items are included in the Price List). Unless otherwise stated in the following Sec. 21.5, the increase in the Tariff fee is considered a substantial change in the contractual terms and conditions that the Contractor is obliged to notify the Subscriber in advance according to the Act and these GT. However, the Provider shall be entitled to charge the Client the Tariff fee in the original amount (according to the Price List effective before its change) and, thus, no substantial change of contractual term pursuant to § 44(8)(a) of Act and these GT shall occur and therefore the Client shall not notify the Client in advance of any change of the Price List.
- 21.5 The following amendments/changes to the Price List shall not be deemed to be a substantial change of contractual conditions pursuant to § 44 (9) of the Act, § 43 (2)(c) or § 44 (8)(a) of the Act, and, therefore, if these changes to Price List occur, the Client shall not be entitled to withdraw from the Contract:
- a) change of those Price List items, which are not part of the Service within the scope of the Contract,
 - b) changes of Price List which relate only to such services, which are not a subject matter of the Contract,
 - c) changes of Price List items which are related to the Service and the Service is not a Public service under the provisions of the Act,
 - d) change or decrease of such Price List items, which in its overall effect shall not lead to overall increase of Remuneration for the Client,
 - e) changes to Price List which shall have no effect as to the Tariff fee or Lump fee, especially changes of the part of Price List which deals with prices for additional services and service/maintenance works (since these services are not obligatory and are rendered outside the scope of regular Service); these shall be invoiced to the Client pursuant to the Price List effective as of the time when the Client ordered such service or when the necessity to perform such works occurred,
 - f) the amendment to the Price List was directly or indirectly caused by a change of legislation of the Slovak Republic or EU legislation or by a change of prices of energy suppliers which are subject to regulation of RONI,
 - g) changes of Fees within the scope of Sec. 8.6 of these GT.

21.6 The Parties explicitly declare that if there is an increase in electricity prices by the relevant electricity supplier which supplies the DC (and consequently if there is an increase in the price of the relevant Fee according to the Price List, e.g. Electricity Consumption Fee), this is a case of change under Sec. 21.5 (f) hereinabove of these GT and it is not to be considered as a substantial change of contractual terms and conditions, where neither the Provider is obliged to inform the Client in advance nor the Client is allowed to withdraw from the Contract.

Article XXII. SLA

22.1 An integral part of this Contract is also the SLA in its up-to-date effective wording in the relevant part which deals with the respective type of serverhousing service agreed in the Contract. The Provider shall have the effective wording of SLA published on the VNET Website.

22.2 Any and all prior notified outages, limitation or interruptions of the Services due to performance of maintenance works, repairs and service works on VNET Network shall not be (in line with sec. 4.4 g) of these General Terms) taken into account when calculating the guaranteed Service availability or minimal Service availability under SLA. At the same time, periods when the Service could not be provided to the Client properly due to breach of any Client's obligation (e.g. failure to provide the necessary cooperation or breach of EoR), failures occurred upon the Client's devices (Client's Server, Client's Equipment, Client's Hardware) as well as due to other circumstances when the Provider shall not be liable under these GT (e.g. when the Provider shall not be liable for damages or failures) shall not be taken into account when calculating the minimum Service availability. SLA in terms of providing data connection shall be applicable only to the extent of internet connection of the Server or Rack (by rackhousing services) within the Data Center; the same applies to electricity connection. The Provider shall not be responsible for Client's internet connection outside of the DC.

22.3 Guaranteed Service availability or minimal Service availability, shall be calculated down to minutes in the respective decisive period (as stated in SLA). If the decisive period for calculation of Service availability shall be a month, the length of a month shall be deemed the average duration of a month equal to 365/12. Should the decisive period for calculation of Service availability be a year, the length of a year shall be 365 days. If SLA does not state explicitly the length of the decisive period for calculation of Service availability, the decisive period shall be a month.

22.4 For the purposes of SLA the term "working time" or "business hours" shall be deemed the time within business days from 8 a.m. to 5 p.m. The decisive criteria for application either the period for beginning of service works within the working time or the period for beginning of service outside the working hours shall be the moment when the Client's complete and duly notification of a defect is delivered/submitted to the Provider.

22.5 If SLA contains also a time-to-repair period, such period shall start to lapse after the period for beginning of service works expires. For the purposes of eventual Client's claims for Remuneration discounts, the period when the Service was not available shall be deemed the period of Service unavailability after the time-to-repair period expires.

22.6 If SLA does not contain a time-to-repair period for the respective type of serverhousing service agreed in the Contract, the period (parameter) of guaranteed Service availability shall apply. Eventual Client's claims for Remuneration discounts due to breach of guaranteed Service availability, shall emerge and be calculated only after the time of guaranteed Service availability for the complete decisive period is broken; i.e. breach of guaranteed Service availability occurs in in this case in the moment when the complete time when the Service was not available due to one or more defects together in the complete decisive period shall exceed the allowed time under SLA).

22.7 The following amendments to the SLA shall not be deemed to be a substantial change/amendment of contractual terms pursuant to § 44 (9) of the Act, § 43 (2)(c) or § 44 (8)(a) of the Act:

- a) change of SLA items, which are not part of the Service under the Contract,
- b) change of SLA items which relate only to such services, which are not a subject matter of the Contract,
- c) change of SLA items which are related to the Service but the Service itself is not a Public service under the provisions of the Act,
- d) change of SLA leading to shortening of the periods,
- e) the amendment to the SLA was directly or indirectly caused by a change of legislation of the Slovak Republic or EU legislation or by a change of prices of energy suppliers which are subject to regulation of RONI.

22.8 In the event that the Client, according to the Special Provisions of GT with regard to the agreed type of serverhousing service, has the right to access to DC, the Provider is entitled to unilaterally temporarily change the SLA for the Service if (i) the Client breaches any of the obligation in Art. XIII. of these GT or in the EaOR or (ii) the Client violates the instructions of the Provider regarding the technical connection and interconnection of any equipment of the Client to the internet and electricity connection/supply in DC; such a change of SLA shall be effective for the Client until the Provider notifies the Client after a provable remedy was carried out by the Client under the provision hereunder in this Section or until the Contract terminates. The Provider is obliged to notify the Client of the change of SLA according to this section (in writing or by email), and from the date of delivery the changed SLA will be applicable and binding for the Client as amended (e.g. for the Client shall not be effective SLA published on the VNET Website or in the Contract itself). A change to the SLA under this section (regardless of the nature of the change) will not be considered as a substantial change to the contractual terms and conditions (rather than a form of penalty) and the Client will not be entitled to terminate or withdraw from the Contract for this reason; this also applies in the event of a reduction in the parameters of the Service availability or a deterioration of other SLA parameters for the Client. After the remedy (removal) of the defective condition or breach of obligation was carried out by the Client, the Client is obliged to immediately inform the Provider in writing or by email. Subsequently, the Provider is entitled to check the remedy and request the necessary cooperation from the Client for inspection. After the Provider upon the Client's notification checks and confirms that the remedy of the defective state/breach of obligation has been fully and completely removed, the Provider notifies the Client about termination of the temporary SLA change (i.e. for the Parties shall be binding and effective again the original wording of SLA before the change); such shall be effective only upon the delivery of written or email notification of the Provider to the Client (e.g. not automatically by the removal/remedy itself). Changes of SLA under this section of GT are effective only in respect to the Client itself (not for other Provider's customers) and these changes occur regardless of the published wording of SLA on the VNET Website.

Article XXIII. Governing Law and Dispute Resolution

- 23.1 The Contract shall be governed by the laws of the Slovak Republic.
- 23.2 The Parties have agreed that any legal relationships not explicitly regulated by this Contract, including these General Terms, shall be governed by the respective provisions of the Act, the Commercial Code and the other legal regulations of the Slovak Republic.
- 22.3 The possibility and right of the Provider to submit its claims to a competent court of the Slovak Republic shall not be affected by the provisions of Article XXIV. (Out-of-court Dispute Settlement) of these General Terms.

Article XXIV. Out-of-court Dispute Settlement

- 24.1 The Client may submit its dispute with the Provider to the Regulator for an out-of-court settlement after a complaint procedure has been completed by the Provider and the Client disapproves of the outcome of the complaint or the way in which it was handled.
- 24.2 The Client's proposal to commence an out-of-court dispute settlement shall contain the following:
- a) name, surname and electronic or postal address of the Client,
 - b) name and registered seat of the Provider,
 - c) subject matter of the dispute,
 - d) reasons for dissatisfaction with the outcome of the complaint,
 - e) proposed dispute resolution.
- 24.3 The proposal to commence an out-of-court dispute settlement shall be submitted by the Client without an undue delay, however, within 45 days from the delivery of the complaint proceeding result at the latest.
- 24.4 The Client and the Provider may propose to include and supplement evidence, and present the documentation necessary for a substantive assessment of the dispute. The Authority shall be impartial to the dispute resolution and its

outcome. The out-of-court dispute settlement shall be completed within 60 days from the date of submission of the complete proposal, in more complex cases within 90 days from the date of submission of the complete proposal.

- 24.5 The outcome of a successful dispute settlement shall be a written agreement binding for both Parties to the dispute.

Article XXV.

Performance of Technical operations

- 25.1 The following provisions of this Article pertain exclusively to the right to carry out Technical operations on behalf of the Client.
- 25.2 Technical operations may be carried out on behalf of the Client only by the Statutory bodies of the Client (if legal entity), Account managers and Other authorized persons to whom the Provider provided a PIN code in advance, provided that they can provide the correct PIN code to the Provider when performing the Technical operation (when speaking on the phone, using Client Zone or using a different method of communication). If during a phone call (or when using a different distance method of communication) the respective person provides the correct PIN code, the Provider shall not be responsible for the caller not being the Client, its Statutory body, an Account manager or Other authorized person, or any other person authorized to carry out the respective Technical operation for the Client. The Client is fully responsible and shall be obliged to ensure that no unauthorized person obtains the PIN code it was provided.
- 25.3 The Provider provides the Client with the PIN code by SMS (Short Messaging Service) or other form, incl. to the Statutory bodies, Account managers and Other authorized persons to the mobile phone numbers specified in the Contract, the Take-over Protocol or in the Client Zone, whereby the PIN code is usually the same for all mentioned categories of persons. When a new PIN code is generated, the Provider sends it via SMS to the Statutory bodies, Account managers and Other authorized persons to the mobile phone numbers specified in the Contract, the Take-over Protocol or in the Client Zone. The Client is fully responsible and must ensure that the mobile phone numbers to which the PIN code is being sent are actually owned by the persons authorized to receive the PIN code, so that the PIN code cannot be provided to any unauthorized persons. The Provider is in no way responsible for the assignment of the mobile phone numbers (or devices with the SIM card with the respective phone number) specified by the Client as the numbers for sending PIN codes.
- 25.4 The Provider reserves the right to prevent access to the Client Zone or disable a Technical operation to be carried out by a Statutory body, an Account manager or Other authorized person using a phone or other means of communication, in particular, if such persons failed to provide the correct PIN code, password, authorized message or otherwise failed to authorize themselves, if the Provider doubts their identity or there is a suspicion that a PIN code, password, or similar have been misused. The Provider shall not be authorized or obliged to carry out a Technical operation if it was not provided the correct PIN code, password, authorized message or another form of authorization.
- 25.5 The Client shall not have the right to make the PIN code, password or another form of authorization used in remote communication with the Provider available to any third parties or persons employed (or in a similar relationship) with the Client or any authorized representatives of the Client, provided that these persons are not explicitly authorised by the Client to carry out Technical operations related to the Contract.
- 25.6 If the Provider was provided the correct PIN code, password or another form of authorization during a phone call or when using a different form of communication, the Provider will be entitled to carry out the respective Technical operation, however, in no case will the Provider be responsible for determining whether the person performing the respective operation (giving the correct PIN) is really the Client, its Statutory body, an Account manager, Other authorized person or any other person legally allowed to act on behalf of the Client. This responsibility lies entirely upon the Client.
- 25.7 Provisions of Civil Code, Commercial Code and other legislation regulating the performance of acts on behalf of the Client remain unaffected by this Article.

Article XXVI.

Delivery Provisions

- 26.1 Provision of sections 26.2 and 26.3 of this Article shall be applicable only if the Contract including these General Terms does not state otherwise. Any and all provisions of the actual Contract, including other Articles of these GT, regarding delivery or notification shall have precedence over the provisions of this Article.
- 26.2 All acts and written documents shall be delivered by the Parties personally or via post office in form of a registered (recomando) letter sent to the Client's Contact Address or Provider's Contact Address. A letter shall be deemed delivered to the recipient also if sent by post office and the recipient does not pick up the letter at the post office within the designated period or if the letter is returned back to the sender as "undelivered" or "undeliverable" (for any reason whatsoever); in such a case the date of delivery of such letter to the recipient shall be deemed the 10th (tenth) day after sending the letter by post. Should the delivery be performed personally, the letter shall be deemed delivered to the recipient only if the recipient puts his/her confirmation on the copy of delivered document, states the date of the take-over and the recipient puts his own signature on the copy. The Parties hereby agree that also a letter refused to be taken over by the recipient shall be deemed delivered to the recipient on the date when the recipient actually refused to take over the delivered letter. Provisions of sec. 26.4 of GT remain unaffected.
- 26.3 The Parties are allowed to delivery acts and written notifications in electronic form only in those cases, where the General Terms (or the Contract) allow them explicitly to do so; in such a case the Contracting parties shall deliver the documents to the Provider's Contact E-mail od Client's Contact E-mail unless these General Terms state other email address of either of the Parties. In case the act/notification is being delivered in electronic form, it shall be deemed delivered to the recipient at the very date of its sending to the other Party's email address as specified in the previous sentence.
- 26.4 The Provider is allowed to deliver the Client all acts/information/notifications related to the Contract or the Service also electronically by email sent to the Client's Contact E-mail (with the effect of proper delivery to the Client); this is applicable especially to all acts regarding the provision of Service, technical notifications, amendments or termination of the Contract or its part, invoicing and other matters regarding the way of payment of the Remuneration, Fees and other obligations, notification of breaks/interruptions/outages and limitations of provided Service, processing of complaints, notifications and claims for any financial receivables against the Client including penalties, etc.; the Provider may (but is not obliged) to send these to the Client also in a written form to the Client's Contact Address.
- 26.5 In the event that the Client delivers to the Provider any act electronically (by e-mail) or orally via the Customer Line, which the Client is obliged to deliver only in written form (eventually these GT do not explicitly allow the Client to deliver such act in electronic or other form), the Provider is entitled (but not obliged) to accept also such act by explicit confirmation or implicitly through the following acts, from which it is clear that the Client's act delivered in incorrect form is accepted by the Provider (however, automatically generated e-mail response sent by the Provider to email inquiries is not considered to be either explicit or implied acceptance of the relevant act by the Provider). If the Provider does not accept the act of the Client delivered in the wrong form according to the previous sentence, such act shall be deemed undelivered to the Provider, and thus, nulid and void.

Článok XXVII.

Concluding a Contract on Distance

- 27.1 Contract on the provision of electronic communication services must be concluded in a written form pursuant to § 44(1) of the Act, unless the subject matter is a pre-paid service or service provided through public access points. However, the Parties agree that the Contract may be amended also by other than written form pursuant to conditions and manner stipulated in these General Terms.
- 27.2 If the Provider agrees, a contract may be concluded in written form also on distance, i.e. the contractual parties do not sign the contract together immediately within one single meeting, but on their own and after the contract is signed by either party, it shall be sent to the other party for its signature.
- 27.3 If the Provider sends to the Interested party an unsigned draft of the contract for signature (usually by e-mail in .PDF format or by post) and the Interested party accepts the contract by signing it, the Interested party is obliged to send two originals of signed contract in paper form to the Provider without any delay (minimum one original must be signed by the Interested party). Subsequently, the Provider may (but is not obliged to) accept the draft of contract signed by the Interested party by signing it, too. Unsigned draft of contract sent by the Provider to the Interested party is not

binding for the Provider and it becomes binding for the Provider only upon the receipt and signing of the draft contract (s) by the Provider after it had been previously signed by the Interested party. The contract becomes valid (concluded) upon its signing by the Provider after it had been previously signed by the Interested party. Subsequently, the Provider shall subsequently send one original of the concluded (valid) contract with the signatures of both contracting parties to the Interested party or send a scan of the contract signed by both contracting parties. Such signed contract (concluded on distance) shall come to force pursuant to Sec. 27.5 of these GT.

- 27.4 If the Provider sends to the Interested party a draft contract already signed by the Provider, the provider shall be bound by the proposal of the contract for a period of 30 days from the date of sending the draft of contract to the Interested party, unless the Provider specifies explicitly otherwise in writing. The Interested party is entitled to accept or reject the submitted draft contract within 30 days from the date of sending the draft contract to the Interested party by the Provider; the proposed draft of the contract shall be deemed rejected if the stated period 30 days expires in vain. If the Interested party accepts and signs the draft of the contract, it is obliged to immediately send one original of contract signed by both parties in paper form to the Provider. The contract concluded under this section shall become valid upon its signing by the Interested party (after it had been previously signed by the Provider). The contract concluded under this section shall come to force pursuant to section 27.5 of these GT. If the Provider is not delivered within 30 days from the date of sending the draft contract to the Interested party, an original of the contract signed by both parties in paper form, it shall be deemed that no contract was never concluded (unless Provider decides otherwise).
- 27.5 Contracts concluded in accordance with the procedure under this Article (sections 27.3 and 27.4 of GT) shall only come to force (become effective) on the day when (i) the Provider issues to the Interested party / Client the first invoice for the Remuneration, or for Installation fee, pursuant to the concluded contract, or (ii) both Parties will sign a written Take-over protocol when installation of the Service, whichever of these two circumstances occurs first. For the sake of avoidance of any doubt, even a contract signed by both parties which had been sent to the Interested party pursuant to section 27.4 of GT, shall not come to force before any of the two circumstances mentioned in previous sentence occur. Before the contract / Contract comes to force pursuant to this section, no obligations or rights to the parties/Parties shall be established.
- 27.6 The Interested party shall be obliged to fill in to the contract only true data and to state, on its own responsibility, all its Identification data truthfully, correctly and completely; the Client is solely responsible for the accuracy and completeness of the Identification data. If it becomes apparent that the Client had provided the Provider with false / incorrect Identification data when concluding the Contract, the Client shall be obliged to pay the Provider a contractual penalty of 500,- EUR (five hundred euro) and at the same time to reimburse the Provider for all expenses and direct and indirect costs which arise to the Provider due to stating incorrect / false Client's Identification data (this shall include also repayment of any penalties and other sanctions imposed on the Provider by state authorities or third parties). At the same time, if it is this case, the Provider has the right to withdraw from the Contract with immediate effects without any penalties. The Provider's claim for any damages (if occur) is not affected by the provisions of this section 27.6 of GT.
- 27.7 Even when concluding a contract on distance pursuant to this Article of the GT, the Interested party or its authorized representative, shall be obliged to submit to the Provider upon its request and for the verification of data an identity document (identity card or passport) and to enable the Provider to make a copy of the identity card or check it by electronic means, this all no later than when the contract shall come to force under sec. 27.5 of GT (e.g. when signing the Take-over protocol by Service installation). If the Client fails to fulfill the obligation under the previous sentence, the Provider reserves the right not to install the Service, the term for Service installation shall be prolonged accordingly and, in addition, the Provider is entitled to withdraw from the Contract with immediate effects without any penalties.
- 27.8 It is in the sole discretion and will of the Provider to allow concluding the contract on distance; the Interested party shall have no claim to demand concluding the contract on distance. By concluding the contract on distance the Provider shall not provide the Interested party with these GT, Price List and SLA in a written form; the Interested party is obliged to read the effective GT, SLA and Price List published on the VNET Website prior to signing the draft of the contract.

Article XXVIII.

Special Provisions for Classic Serverhousing / Serverhousing type of service

- 28.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Serverhousing" or "Classic Serverhousing".
- 28.2 The subject matter of the Service is the obligation of the Provider to either allow the Client to bring and place the Client's Server to the agreed DC and designated place or to take over the Client's Server, to secure the electrical supply and data connection (internet connection) to the Client's Server under the parameters agreed in the Service Specification and the obligation of the Client to pay the Provider the agreed Remuneration and Installation fee (if agreed in the Service Specification).
- 28.3 Unless the Parties agree otherwise, the Client shall hand over the Client's Server to the Provider for the purpose of its placement in the DC and connecting it to the electrical and data connection. The Parties are obliged to make a Take-Over Protocol in two copies of which each of the Contracting Parties will receive one. The Take-Over Protocol will usually contain the date and signature of both Parties, a more detailed specification of the Client's Server (or other Client's Equipment), the DC where the Client's Server is to be located, and upon the Provider's request also the Client's confirmation that he/she has been instructed pursuant to Sec. 13.5 of these GT, the Actual value of the Client's Server pursuant to Sec. 14.3 of GT. Except of Client's Server placement into the DC (including keeping of appropriate environment in the DC for its functioning) and its connection to the electrical and data connection, no other rights and obligations of the Provider in respect to the Client's Server shall arise.
- 28.4 The Client may be granted the acces to the DC under provisions of Art. XIII. of these GT. The Client as well as all its authorised persons to acces the DC shall comply with the obligations of the effective wording of GT and EaOP.
- 28.5 The Client is allowed to perform Electronical Interventions on the Client's Server. If the Client had been granted access to the DC, the Client is allowed to perform also Physical Interventions to the Client's Server.
- 28.6 The Provider does not provide the Client with any software, data or operating system on the Client's Server; the Provider is neither obliged nor entitled to perform any Electronic Interventions on the Client's Server or to dispose of or use data and software stored on the Client's Server in any way. The Client is fully responsible for the software and data and their content that will be stored/saved on the Client's Server. The Client shall be fully responsible for ensuring that on the Client's Server are stored/saved exclusively data and software that are not in conflict with the legislation of Slovak Republic or any other country. The Client cannot be released from the liability according to the previous sentences of this section, even if the Client allows any third parties (or the public) to store/save data or software on the Client's Server.
- 28.7 The Day of Service Installation shall be the day when the Client's Server is connected to the data and electric supply in the respective DC. The Provider shall install the Service pursuant to the previous sentence without undue delay but no later than within 30 days after the Client's Server had been handed over to the Provider, unless the Service Specification states otherwise.
- 28.8 The Client is responsible for ensuring that the Client's Server complies with all technical, safety and fire regulations, as well as technical standards of the Slovak Republic, under the conditions specified in these GT and the EaOR. The Client is obliged to operate, use, service, repair, perform Physical Interventions on the Client's Server and perform any acts and activities on the Client's Server in the broadest sense with professional care and in accordance with the instructions for use of relevant equipment, generally binding legislation (esp. in areas of safety and fire regulations), EaOR, this Contract and in accordance with the principle of damage prevention to the maximum extent that can be fairly requested from the Client (taking into account the Client's obligation to perform activities on the Client's Server with professional care). The Client shall perform regular revisions of the Client's Server located in DC in accordance with the relevant legal regulations and to keep the revision reports for the entire duration of the Contract and to submit them to the Provider upon its request. Other provisions of the GT and EaOR are not affected by this provisions. If the Provider finds out that a breach of the Client's obligations occurred, it is entitled to exercise the rights specified in these GT (esp. in Art. XIII.) and EaOR.

Article XXIX.
Special Provisions for "Dedicated Serverhousing"

- 29.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Dedicated Serverhousing".
- 29.2 The subject matter of the "Dedicated Serverhousing" Service is the obligation of the Provider to provide the Client with the Dedicated Server for performance of Electronic Interventions upon it, placing it in the DC, connect to electricity supply and to provide the Dedicated Server with data (internet) connection pursuant to the Service Specification and the Client's obligation to pay the Provider the agreed Remuneration and Installation Fee (if agreed in the Service Specification). Part of "Dedicated Serverhousing" Service is not the right to perform any physical interventions upon the Dedicated Server by the Client. The Client neither hands over to the Provider any equipment, nor any Take-Over Protocol shall be signed.
- 29.3 The Client shall not be granted the access to the DC where the Dedicated Server is located; Art. XIII. of these GT shall not be applicable. The Client shall neither be granted physical access to the Dedicated Server, nor the right to perform Physical Interventions upon it.
- 29.4 The Client is only allowed to perform Electronical Interventions on the Dedicated Server, which is a separate device (Server) dedicated only for the Client's distant usage, i.e. through connection of Dedicated Server to the internet.
- 29.5 The Provider shall provide the Client with an operating system installed on the Dedicated Server, unless otherwise stated in the Service Specification. In the event that the given operating system is charged with a license fee paid by the Provider to third parties, the Provider is entitled to demand a License Fee in addition to the Lump fee and Tariff fee and the Client is obliged to pay this License Fee to the Provider.
- 29.6 The Provider is entitled to perform selected Electronic Interventions upon the Dedicated Server, especially in the scope of ensuring the functioning of the provided operating system and ensuring data connectivity. However, the Provider is not entitled to dispose, process or to use the data that will be stored on the Dedicated Server by the Client (or by third parties on the basis of the Client's permission / authorization) in any way. The Client shall be fully responsible for the data and their content that will be stored/saved/installed on the Dedicated Server by the Client or by any third party (different from the Client). In addition, the Client shall be fully responsible for the fact that these data and their content will not be in conflict with the Slovak legislation or legislation of any third country. The Client cannot be released (waived) from liability according to the previous sentences, even if it allows third parties (or the public) to store data or software on the Dedicated Server.
- 29.7 For the sake of prevention of any damage and in accordance with the Client's general obligation to prevent damages, the Client is obliged to continuously monitor disks in the Dedicated Server and in case of failure of any disk in the Dedicated Server to immediately inform the Provider of this fact to the email address: podpora@vnet.sk, as well as by telephone notice on the Customer Line and specify with sufficient certainty the nature of the defect. The Provider is, consequently, obliged to replace the damaged disk immediately, but no later than within three working days from the receipt of a proper and complete notification from the Client pursuant to the previous sentences.

Article XXX.

Special Provisions for "Virtual Serverhousing"

- 30.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Virtual Serverhousing".
- 30.2 The subject matter of the "Virtual Serverhousing" Service is the obligation of the Provider to enable the Client to use the Virtual Server by distant data connection and to secure the data connection of the VNET Server whose part is the Virtual Server to the internet pursuant to the Service Specification and the Client's obligation to pay the Provider the agreed Remuneration and Installation Fee (if agreed in the Service Specification).
- 30.3 The Client shall not be granted the access to the DC where the VNET Server is located upon which the Virtual Server operates; Art. XIII. of these GT shall not be applicable. The Client shall neither be granted physical access to the VNET Server upon which the Virtual Server operates, nor the right to perform Physical Interventions upon it. Any and all Physical Interventions on the VNET Server upon which the Virtual Server operates, shall be entitled to perform solely the Provider or its authorised persons.

- 30.4 The Client is only allowed to perform Electronical Interventions on the Virtual Server and only within the scope allowed by the Provider. The Client acknowledges and agrees that the Virtual Server is not a separate (tangible) VNET Server intended (reserved) for the exclusive use of the Client, but that the VNET Server serving as a Virtual Server is shared by an unspecified and unlimited number of third parties, with the Client having the exclusive right to use its electronically separated (intangible / virtual) part (Virtual Server).
- 30.5 The Provider provides the Client with an operating system installed on the Virtual Server. In the event that the given operating system is charged with a license fee paid by the Provider to third parties, the Provider is entitled to demand a License Fee in addition to the Lump fee and Tariff fee and the Client is obliged to pay this License Fee to the Provider.
- 30.6 The Provider is entitled to perform selected Electronic Interventions upon the Virtual Server, especially in the scope of ensuring the functioning of the provided operating system and ensuring data connectivity. However, the Provider is not entitled to dispose, process or to use the data that will be stored on the Virtual Server by the Client (or by third parties on the basis of the Client's permission / authorization) in any way. The Client shall be fully responsible for the data and their content that will be stored/saved/installed on the Dedicated Server by the Client or by any third party (different from the Client). In addition, the Client shall be fully responsible for the fact that these data and their content will not be in conflict with the Slovak legislation or legislation of any third country. The Client cannot be released (waived) from liability according to the previous sentences, even if it allows third parties (or the public) to store data or software on the Virtual Server.

Article XXXI.
Special Provisions for "Rackhousing"

- 31.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Rackhousing".
- 31.2 The subject matter of the "Rackhousing" Service is the obligation of the Provider to rent the Client a specific Rack, provide the electrical supply to the Rack, enable the Client to place Client's Equipment into the Rack and provide the data (internet) connection of the Rack pursuant to the Service Specification. The Client shall pay the Provider the agreed Remuneration and Installation Fee. The Parties may sign a Take-Over Protocol upon handing over the Rack to the Client.
- 31.3 The owner of the Rack remains the Provider which is entitled to have access to the Rack, especially for controlling the fulfillment of the Contract, GT and EaOR by the Client.
- 31.4 The Client shall be granted access to the DC where the Rack is located under the terms stated in Art. XIII. of these GT. Provisions of Art. XIII. of these GT are binding for the Client. The Client as well as all persons authorised by the Client to have access to the DC shall be obliged to comply with the EaOR and these GT in their effective wording.
- 31.5 As part of the lease of the Rack, the Client is entitled to place and install the Client's Equipment into the leased Rack; the Client's Equipment must comply with all technical, safety and fire regulations, as well as technical standards of the Slovak Republic, under the conditions specified in these GT and EaOR. The installation and connection of the Client's Equipment into the Rack (to electrical and data supply/connection) shall be performed by the Client at its own expense, at his own liability and its own risk and must be carried out with professional care by professionally qualified persons and in accordance with the EaOR and generally binding legislation. The method of installation and connection of the Client's Equipment (including their accessories such as connecting cables, etc.) into the Rack, as well as the subsequent operation and use of the Client's Equipment, must correspond to and be in accordance with their instructions of use (manuals), generally binding legal regulations of the Slovak Republic (especially in the field of labor safety and fire regulations), the EaOR, this Contract and in accordance with the general principle of preventing damages to the maximum extent that can be justly requested from the Client (taking into account the obligation of the Client to perform installations with professional care through professionally qualified persons). The Client shall be obliged to perform regular obligatory revisions of the Client's Equipment placed in the Rack in accordance with the relevant legal regulations and to keep the revision reports for the entire duration of the Contract and to submit them to the Provider upon its request. The Client is fully and solely responsible for the installation, connection (including the method of installation and connection), use and operation of the Client's Equipment, regardless of whether the

installation or connection had been performed by the Client itself or by its authorized third party. The Client may not be released (waived) from its liabilities stated in this section in respect to the Provider or any third parties (especially other customers of the Provider). The Provider is entitled to check at any time the compliance with the obligations of the Client specified in this section and EaO; for this purpose the Provider may, for instance, open and inspect the Rack, check the method of connection of the Client's Equipment and subsequently demand from the Client a remedy, or to provide the remedy by the Provider itself at the expense and risk of the Client. However, this in no way relieves the Client of the obligations specified in this section, EaOR and these GT and the Client's responsibility for their non-compliance. Other provisions of these GT and EaOR are not affected by provision of this section. If the Provider finds a breach of the Client's obligations, the Provider is entitled to exercise the rights specified in these GT (especially in Article XIII.) and in EaOR.

- 31.6 Unless otherwise stipulated in the Service Specification or in the Price List, the Lump fee already includes the Rack Fee, the Data Connectivity Lump Fee and the Reserved Capacity Fee, each of which may be invoiced to the Client on the invoice as a separate item. The fees listed in the previous sentence, as well as other fees (e.g. Data Connectivity Tariff Fee and Electricity Consumption Fee) may be invoiced to the Client in addition to the Lump fee, especially in the case they represent a Tariff fee listed in the relevant section of the Service Specification.
- 31.7 The Provider's responsibility to ensure the connection of the Rack to the data connection in the agreed technical parameters, SLA and guaranteed availability of the Service shall apply only to the point (s) in which the Rack is or can be connected to the internet (data) connection or to electrical supply. The Provider shall not be responsible for the connection and method of connection of the Client's Equipment to the data and electrical connection within the Rack and / or between individual Client's Equipments within the Rack; the Client shall be responsible for such in accordance with the above stated provisions. The Provider is not responsible for meeting the SLA parameters and guaranteed availability of the Service in the event that the Client has breached the obligations set out in these GT and the EaOR or if the reason for that originates in the Client's Equipment or in the manner of its connection or installation.
- 31.8 The Provider is not entitled in any way to dispose, process or to use the data that will be stored on the Client's Equipment located in the Rack (either by the Client or third parties on the basis of the Client's permission / authorization). The Client is fully responsible for the software, data and their content, which will be stored on the Client's Equipment (either by the Client or a third party), while the Client is fully responsible for the fact that this software and data and their content will not be in conflict with the laws of the Slovak Republic and the laws of any third country. The Client may not be released (waived) from liability and obligations under the previous sentence, even if it allows third parties (or the public) to store data or software on the Client's Equipment.
- 31.9 If the Parties agreed in the actual Contract (esp. in the Service Specification) on specific extent and technical and other parameters of the Client's equipment which the Client is allowed to place into the Rack, the Client shall place its Client's Equipment in to the DC and Rack only to the agreed extent and within the agreed parameters. Breach of the obligation stated in the previous sentence is considered a substantial breach of the Contract by the Client, for which the Provider is entitled to unilaterally withdraw from the Contract without any sanctions or use the rights and procedures specified in Art. XIII. sec. 13.32 of these GT (especially unilaterally increase the Remuneration).

Article XXXII. Special Provisions for "Device Housing"

- 32.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Device Housing" or "DeviceHousing".
- 32.2 The subject matter of the DeviceHousing Service is the Provider's obligation to provide the Client with a reserved physical place in the agreed DC where the Client shall locate its Hardware and to provide electrical supply and internet connection to which the Client is allowed to connect its Hardware. The Client's obligation is to pay the Provider the agreed Remuneration, Installation Fee and to comply with other obligations specified in the Contract. It is the Client itself who shall connect its Hardware to the electrical network and the connection may be performed only by a professionally qualified person and in accordance with the Regulation, these GT and other generally binding legal regulations. The Client is allowed to place in the DC only such Hardware and only to the extent that meets the parameters agreed in the Service Specification. Breach of the obligation stated in the previous sentence is considered a

substantial breach of the Contract by the Client, for which the Provider is entitled to unilaterally withdraw from the Contract without any sanctions or use the rights and procedures specified in Art. XIII. sec. 13.32 of these GT (especially unilaterally increase the Remuneration).

- 32.3 By the "Blockchain Server" product, the Provider undertakes to provide the Client with space in the DC for placing the Blockchain Server by the Client itself, unlimited physical access to the relevant DC and electrical and internet connection to which the Client itself is allowed to connect its Blockchain Server at his own expense and risk and within agreed explicit number and type of main-boards, processors, RAMs, HDDs, video cards, sources and other components. The subject matter of the Service is neither provision of the Blockchain Server itself nor performance of its connection nor any other interventions or dispositions with it by the Provider. The Client shall be solely and fully liable for obtaining and bringing the Blockchain Server to the DC, its connection to electricity, its proper functioning, as well as for the fact that the Blockchain Server meets (as well as any other technical equipment brought to the DC by the Client) all technical, safety, hygienic, fire and other regulations of the Slovak Republic for the entire duration of the Contract.
- 32.4 Within the Device Housing service, the provision of the internet connection (data connectivity) by the Provider may not be the subject matter of the Service, if the Parties have agreed so or if it is clear from the nature of the Hardware or the product provided within the Device Housing service. If the "Blockchain Housing" product is agreed within the Device Housing service, the subject matter of the Service is always also the Provider's obligation to provide the Client with an internet connection to which the Client is allowed to connect its Hardware (Blockchain Server) located in the DC.
- 32.5 The Parties are obliged to sign a Take-Over Protocol when handing over the reserved space in DC, electrical connection and internet connection (if it is the case) to the Client. The protocol shall be made in two originals, of which each of the Parties shall receive one. The Take-Over Protocol shall usually contain the date and signature of both Parties and, if applicable, also confirmation of the Client that it was instructed in accordance with sec. 13.5 of these GT.
- 32.6 The Client is granted physical access to the DC pursuant to Art. XIII. of these GT in particular for the purpose of location, connection, operation and work on its Hardware. The provisions of Art. XIII. of GTC are binding for the Client. The Client and all persons who shall be authorized by the Client to access the DC, are obliged to comply with the EaOR and these GT in their effective wording.
- 32.7 The subject matter of the Service under the Contract is not the provision /lease of any technological or server equipment of the Provider. The placement of the Hardware in DC shall be carried by the Client itself at its own expense and risk. The Client is allowed to bring into the DC and connect only such devices (especially the Hardware itself) that had been certified, have an EC declaration of conformity, meet all technical and other regulations of the Slovak Republic and their use in the Slovak Republic is permitted. When bringing in, using and disposing of the Hardware, the Client is obliged to comply with all legal regulations of the Slovak Republic, in particular with Act no. 264/1999 Coll., as amended, government's regulation No. 308/2004 Coll. and all other regulations issued in the field of health and labor safety, hygiene and fire protection.
- 32.8 The Provider does not provide the Client with any hardware, any software, data or operating system. The Provider does not provide the Client with any services (such as operating services, electricity connection services, etc.). Within the Device Housing service, the Provider provides only relevant space in the agreed DC and the possibility for the Client to connect its Hardware to the electrical connection and internet connection (if it is the case). The Provider undertakes to ensure that the DC where the Client has its reserved space for placing its Hardware, is ventilated (it does not have to be airconditioned).
- 32.9 The Day of Service Installation is considered to be the day when the Provider handed over the space in the DC to the Client (usually it shall be the day of signing the Take-Over Protocol, or the day specified in the Take-Over Protocol), regardless of whether and when the Client brings and locates its Hardware in the DC.
- 32.10 The Installation Fee represents a single-shot fee for the Provider for performing preparation of a reserved space in the DC for the Client (its Hardware) and preparation of an electrical connection and internet connection (if it is the case), which shall meet the agreed parameters (if such agreed in the Service Specification).
- 32.11 The Remuneration for this type of serverhousing service is considered to be the PRE-PAID fee; provisions of sec. 31.6 of these GT shall be applicable analogically.

- 32.12 Unless explicitly otherwise stated in the above sections of this Article, the provisions of sec. 31.5 of these GT shall be applicable mutatis mutandis also for the "Device Housing" Service (instead of "Rack", however, the rights and obligations apply to the relevant physical location in DC where the Hardware is to be placed and the term "Client's Equipment" shall deem the Client's Hardware).

**Article XXXIII.
Special Provisions for "Storage"**

- 33.1 Provisions of this Article shall be effective for the Parties only if the Service Specification (usually in its section 1) states as the agreed type of serverhousing service / product: "Storage".
- 33.2 The subject matter of the "Storage" Service is the Provider's obligation to provide the Client with a certain disk capacity on VNET Server for the purpose of storing (saving) data pursuant to parameters agreed in the Service Specification and the Client's obligation to pay the Provider the agreed Remuneration and Installation fee (if agreed). The subject matter and only obligation of the Provider shall be exclusively the possibility of the Client to use agreed disk capacity. The Remuneration is considered to be PRE-PAID fee.
- 33.3 The Client shall not be granted access to the DC, there the Server is located; provisions of Art. XIII. of these GT, therefore, shall not be applicable. The Client shall have neither the right for physical access to the VNET Server nor to perform any Physical Interventions upon it.
- 33.4 The disk capacity on VNET Server serves only as a virtual disk space of agreed volume which is to be used solely for the purposes of storing (saving) data upon it by the Client; except of that, the Client shall have no right to perform any other Electronical Interventions in respect to the VNET Server.
- 33.5 The internet connection of VNET Server for the purposes of remote access of the Client to the disk capacity is provided by the Provider. However, providing internet connection of the Client is not part of the "Storage" Service; the Client shall manage to get its internet connection himself (either from the Provider on the basis of a separate contract on provision of internet connection or from any third party). Thus, the Provider shall not be responsible whatsoever for the Client's internet connection (needed fo the remote connection with the virtual disk capacity on the VNET Server), its quality, speed or any other parameters. The Provider shall not be liable for defects of provided Service which originate or which are caused by the Client's connection to the internet; defects of the Client's internet connection therefore shall not mean defects in the provision of the Service on the basis of this Contract.

**Article XXXIV.
Final Provisions**

- 34.1 These General Terms shall form an integral part of the Contract. At the moment of concluding the Contract by the Parties, these General Terms in their effective wording shall become binding for both Parties.
- 34.2 Should it become apparent that any provision of the actual Contract itself or these GT, eventually of any other part of the Contract, is or should become invalid or ineffective, this fact shall not affect the validity and effectiveness of any and all other provisions of the actual Contract and these GT which shall further remain valid and in force (effective). Legal relations regulated by the original invalid or ineffective provision shall be governed by the provisions of the Commercial Code, the Act and other legal regulations of the Slovak Republic, which by their content and purpose are closest to the original invalid provision.
- 34.3 Should the actual Contract be signed (also) in English language, next to these General Terms in Slovak language, also English version of these General Terms may form an integral part of the Contract. If that is the case, should any doubts or discrepanciad between those two language versions of General Terms arise, the Slovak language version of General Terms shall have precedence over the English version.

- 34.4 These GT as well as the actual Contract shall be drawn in two counterparts of which each Party shall keep one counterpart (unless Art. XXVII. of GT stated otherwise).
- 34.5 The Parties hereby declare that they got familiarised with the entire content of the actual Contract including the complete content of effective wording of these General Terms, Price List and SLA, which they had carefully read, understand all their content as well as specific rights and obligations arising therefrom.

These General Terms shall come to force on 01.06.2020