

ČD - Telematika a.s. GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

1. Preamble

- 1.1 These General Terms and Conditions regulate procedure for the conclusion, amendment and termination of the Framework Service Provision Agreement, Sub-agreements on Service Provision, the terms and conditions under which ČD - Telematika a.s. provides the services below, and related matters and procedures.
- 1.2 These General Terms and Conditions apply to the following services provided by ČD - Telematika:
- a) Publicly available electronic communications services:
 - i. publicly available telephone service;
 - ii. internet access services.
 - b) Non-public electronic communications services:
 - i. leased lines;
 - ii. data transmission services;
 - iii. other voice services.
 - c) Other services:
 - i. dark fibre leasing;
 - ii. co-location services;
 - iii. technology leasing centres;
 - iv. other services which, according to the relevant Contractual Documents, are to be governed by these General Terms and Conditions.
- 1.3 Terms defined in these General Terms and Conditions shall have the same meaning in all Contractual Documents, unless expressly provided otherwise therein.
- 1.4 Terms not expressly defined in these General Terms and Conditions shall be interpreted in accordance with the Electronic Communications Act.

2. Definitions

- 2.1 **“Service Price List”** means a written document defining unit (tariff) prices for the Service provided. The Price list exists exclusively for publicly available telephone services and other voice services.
- 2.2 **“Sub-agreement”** means a sub-agreement on the provision of an individual Service between the Provider and Subscriber on the basis of a Framework Agreement between the same contracting parties. For the purposes of these General Terms and Conditions and other Contractual Documents, individual Technical Specifications shall be regarded as Sub-agreements.
- 2.3 **“Electronic Communications Equipment”** means technical equipment for the emission, transmission, routing, switching or reception of signals via electromagnetic waves.
- 2.4 **“Terminal Equipment”** means a product or an important part thereof which facilitates communication and is intended to be connected directly or indirectly to the Termination Point on the Network interface. The User (Subscriber) shall use the Services provided via Terminal Equipment. Terminal Equipment shall be a component of Electronic Communications Equipment.
- 2.5 **“Termination Point”** means the point where the Subscriber collects the Service.
- 2.6 **“Contact Person”** of a contracting party means a person responsible for the transfer of information between the two contracting parties relating to the performance of the Framework Agreement and individual Technical Specifications, and authorised to engage in binding negotiations in matters relating to the provision of a Service under the Framework Agreement and individual Technical Specifications.
- 2.7 **“Location Data”** means any data processed in the Network which identify the geographic location of the Terminal Equipment of the Service User.
- 2.8 **“Subscriber’s Site”** means the place designated by the Subscriber in the Contractual Documents for the installation of the Electronic Communications Equipment. This place shall comply with the Provider’s requirements for the full duration of Service provision and cannot be changed without the Provider’s written approval. Should the Subscriber’s Site be in third-party ownership, installation of the Electronic Communications Equipment and the establishment of the Service shall be conditional on the Subscriber’s acquisition and submission of documents evidencing the Subscriber’s right to use that place (including the right to install the Electronic Communications Equipment and to use the Service). If the Electronic Communications Equipment is situated on the Provider’s premises, the Provider shall be responsible for the Subscriber’s Site.
- 2.9 **“Civil Code”** means Act No 89/2012, the Civil Code, as amended.
- 2.10 **“Authorised Representative”** of a contracting party means the person authorised to bind the contracting party and to enter into a Framework Agreement and/or Technical Specifications. If this is not the person authorised to represent the contracting party under the Civil Code, the Authorised Representative of a contracting party shall hold a valid power of attorney for the activities in question, and shall submit that power of attorney to the Provider.
- 2.11 **“Legitimate Suspension”** of Service provision shall mean the suspension of Service provision occurring:
- a) as a result of the occurrence and process of removing a Malfunction arising on the part of the Subscriber or because the Subscriber failed to provide the Provider with all cooperation necessary to remove the Malfunction;
 - b) for reasons deriving from applicable legislation or from a decision by a competent administrative authority;



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- c) as a result of damage to or a malfunction in the Terminal Equipment for reasons resting with the Subscriber, including but not limited to a situation where the Subscriber's Site fails to comply with the conditions laid down in paragraph 5.2(e) below or where the Subscriber breaches an obligation laid down in Contractual Documents;
 - d) as a result of an act or omission by the Subscriber, whether out of intent or negligence, which could affect the due operation or security of this Network or is in contravention of Contractual Documents and/or applicable legislation;
 - e) as a result of the Subscriber's delay in the payment of the price for such a Service even after being granted a grace period in accordance with paragraph 5.2(a) below.
- 2.12 "**Personal data**" are defined in detail in the document Information on Personal Data Processing pursuant to paragraph 7.1 of these General Terms and Conditions.
 - 2.13 "**Service Parameters**" means the parameters of Service operation. The permitted limits of such Service Parameters in the operation of the Service and the method for the assessment and measurement thereof shall be derived from technical standards and recommendations by professional organisations competent in the field covered by individual types of Services, unless otherwise agreed between the parties. Service Parameters are set out in the Service Description.
 - 2.14 "**Essential Contractual Conditions**" means those parts of the General Terms and Conditions or Contractual Documentation which are described in Section 63(1)(c) to (r) of the Electronic Communications Act, in particular therefore, a description of the service, the offer and method of use of servicing and customer support services, pricing details and arrangements on the duration of the contract, where this concerns publicly available Electronic Communications Services provided by the Provider or a connection to a public communication network provided by the Provider.
 - 2.15 "**Service Description**" means a written document containing specific technical and other conditions for the provision of a specific type of Service. The Service Description shall constitute an integral part of the Framework Agreement.
 - 2.16 "**Malfunction**" means the unavailability of the Service, or a restriction, suspension, change or irregularity in the provision or operation thereof, resulting in Service Parameter values lower than the permitted limit. A Malfunction occurring on the part of the Subscriber means any Malfunction in the provision of the Service occurring due to a breach of the Subscriber's obligations laid down in Contractual Documents.
 - 2.17 "**Provider**" means ČD - Telematika a.s., having its registered office at Praha 3, Pernerova 2819/2a, 130 00, registration number: 61459445, incorporated by entry in the Commercial Register kept by the Municipal Court in Prague, Section B, File 8938, which holds a certificate of notification of communication activities issued by the Czech Telecommunication Office to provide an electronic communications network and to provide electronic communications services.
 - 2.18 "**Traffic Data**" means any data processed with a view to the transmission of a message via an electronic communications network or for the accounting thereof. Where the legislation of the Czech Republic that is in force and effect provides a different or more precise definition of this term, the definition under such legislation shall apply.
 - 2.19 "**First Day**" means the first day following the date of delivery of the Service or the day following the date of completion of the trial period, if agreed in a Special Arrangement or Technical Specification.
 - 2.20 "**Framework Agreement**" means a framework agreement on the provision of Services between the Provider and Subscriber. The Framework Agreement is taken to mean the body of the Framework Agreement per se, plus the schedules constituting a part thereof. The Provider and the Subscriber, having entered into a Framework Agreement together, shall also be referred to collectively as the contracting parties.
 - 2.21 "**Network**" means, for the purposes of these General Terms and Conditions, a network of electronic communications provided by the Provider.
 - 2.22 "**Service**" means, for the purposes of these General Terms and Conditions, one or more of the services specified above in paragraph 1.2.
 - 2.23 "**Electronic Communications Service**" means a service normally provided for remuneration which consists wholly or mainly of the conveyance of signals on electronic communications networks, including telecommunications services and transmission services in networks used for radio and television broadcasting, and on cable television networks, but excluding services that offer content by means of electronic communications networks and services, or exercise editorial control over the content transmitted using electronic communications networks and services; it does not include information society services which do not consist wholly or mainly of the conveyance of signals on electronic communications networks.
 - 2.24 "**Contractual Documents**" means any and all documents and written arrangements between the Provider and the Subscriber governing the provision of Services, including but not limited to the Framework Agreement, Technical Specifications (Sub-agreements), these General Terms and Conditions, the Service Price List and the Service Description.
 - 2.25 "**Technical Specifications**" means a Sub-agreement containing the parties' arrangements on the provision of individual Services in accordance with the concluded Framework Agreement.
 - 2.26 "**Telephone Network**" means a network used for the provision of publicly available telephone services by the Provider.
 - 2.27 "**Technological Unit**" means Electronic Communications Equipment, including technical arrangements therefor (in particular the wiring, operating area and power supply device).
 - 2.28 "**Subscriber**" means, for the purposes of these General Terms and Conditions, a User who has entered into a Framework Agreement with the Provider on the provision of Services and complies with all conditions laid down by relevant legislation and these General Terms and Conditions.

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- 2.29 **“User”** means a natural or legal person to whom the Service is provided or who applies for the provision thereof. If the User and Subscriber are not one and the same person, the Subscriber shall be liable for acts or omissions by the User as if the Subscriber had committed such acts or omissions himself.
- 2.30 **“General Terms and Conditions”** means these ČD - Telematika a.s. General Terms and Conditions of Service Provision.
- 2.31 **“Force Majeure”** means an obstruction described in Section 2913(2) of the Civil Code or another unavoidable, unforeseeable and insurmountable incident temporarily or permanently preventing compliance with obligations laid down by Contractual Documents, insofar as such an incident occurs beyond the control of the contracting party affected by the Force Majeure and such a circumstance or the consequences thereof could not have been averted by the contracting party in question even if all efforts were made that could reasonably be expected of that contracting party in the given situation. A Force Majeure shall include, without limitation, cases of national or local emergency, fires, floods, extremely adverse weather, wars and large-scale natural disasters having direct implications for performance by a contracting party.
- 2.32 **“Billing Statement”** (or **“billing statement”**) means a document on the billing of a Service, by means of which the Provider charges Subscribers prices for Services provided. The Provider shall issue a Billing Statement in the form of a tax document within the meaning of Section 28 of Act No 235/2004 on value added tax, as amended.
- 2.33 **“Customer Centre”** means the Provider's information centre, the contact details of which are provided in the Framework Agreement. Via the Customer Centre, the Provider shall provide Subscribers with technical and customer support and servicing, shall take receipt of their claims, and shall publish information on the scope of Service provision, an up-to-date list of Subscribers to the publicly available telephone service, and the prices for Service provision.
- 2.34 **“Electronic Communications Act”** means Act No 127/2005 on electronic communications and amending certain related laws (the Electronic Communications Act), as amended.
- 2.35 **“Provider's Equipment”** means Electronic Communications Equipment supplied by the Provider to the Subscriber for purposes of Service provision.
- 2.36 **“Amendment to the Terms and Conditions”** is defined in paragraph 3.10(a) below.
- 2.37 **“Special Arrangement”** means an arrangement between the Provider and the Subscriber defining changes derogating from the standard provisions in Contractual Documents or laying down special rules on Service provision.

3. Contractual Documents

- 3.1 Services may be provided to the User solely on the basis of a valid, effective Framework Agreement and Technical Specifications concluded with the Subscriber.
- 3.2 The Framework Agreement shall enter into force and effect on the date of signature by both contracting parties. If the Framework Agreement is a distance contract, it shall enter into effect on the date of service of one counterpart, signed by both contracting parties, on the Provider.
- 3.3 The Technical Specifications shall enter into force and effect on the date of signature by both contracting parties provided that a valid, effective Framework Agreement exists between those contracting parties. If the Technical Specifications are concluded at a distance, they shall enter into effect on the date of service of one counterpart, signed by both contracting parties, on the Provider.
- 3.4 The parties may amend the Framework Agreement and/or Technical Specifications, including schedules and annexes thereto, only by way of written numbered addenda signed by both contracting parties, save as where otherwise provided by the Framework Agreement.
- 3.5 Each contracting party shall notify the other contracting party without undue delay of any change in the details set out in the Contractual Documents and of all matters which could affect compliance with obligations deriving from the Contractual Documents. Both parties shall make every effort to avert and overcome such circumstances.
- 3.6 The Framework Agreement and/or the Technical Specifications may be terminated by written agreement signed by both contracting parties.
- 3.7 The Framework Agreement and/or the Technical Specifications, if entered into for a fixed period, shall lapse upon expiry of that period.
- 3.8 The Technical Specifications shall also lapse if, in accordance with Contractual Documents, the Framework Agreement is extinguished, in which case they shall lapse as at the same moment as the Framework Agreement.
- 3.9 The Framework Agreement and/or the Technical Specifications, if entered into for an indefinite period, may be terminated by written notice of termination without cause, save as where otherwise provided hereinbelow. The notice period shall be three months. The notice period for publicly available electronic communication services purchased by a consumer or self-employed individual shall be 30 days. The notice period shall commence on the first day of the calendar month following service of notice on the other contracting party. For certain Services, the Service Description may set a different notice period. In this case, the notice period referred to in the Service Description shall apply. For each Framework Agreement and/or Technical Specification, the possibility of serving notice may be limited by the stipulation of a minimum Service duration. Where the possibility of serving notice of termination without cause is limited by the contracting parties in the form of the stipulation of a minimum Service duration, the Subscriber shall be entitled to terminate the Framework Agreement and/or Technical Specifications relating to the given Service no earlier than as at the date on which the minimum Service duration expires. For the avoidance of doubt, where the contracting parties agree on a minimum Service duration, it shall be accepted that, over that period, the Framework Agreement and/or Technical Specifications are concluded for a fixed duration corresponding to the minimum Service duration, with

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- subsequent automatic conversion of this period to an indefinite duration after the minimum Service duration expires.
- 3.10 The Framework Agreement and/or Technical Specifications may also be terminated by written notice with a notice period of 30 calendar days, unless otherwise stipulated, in the following cases:
- a) The Subscriber shall be entitled to terminate the Framework Agreement or Technical Specifications within twenty (20) days of the date on which the Subscriber is notified by the Provider in writing, within the meaning of paragraph 13.4 below, of an amendment to Essential Contractual Conditions or an amendment to other provisions to the detriment of the Subscriber's position, such being as at the date on which the amendment takes effect, unless the Subscriber accepts the new conditions. Notwithstanding the above, there shall be no entitlement to terminate the Framework Agreement or Technical Specifications in the aforesaid manner if the aforesaid provisions are amended as a result of an amendment to legislation or if the amendment is necessitated by a decision of the Czech Telecommunication Office. During the notice period, relations between the contracting parties shall be governed according to existing arrangements in force, in the version effective prior to the amendment to the General Terms and Conditions.
 - b) The Provider shall be entitled to terminate the Framework Agreement or the relevant Technical Specifications on grounds of repeated non-compliance by the Subscriber with the obligation to pay the prices for Services provided in accordance with paragraph 5.2(a) below. For the purposes of these General Terms and Conditions, delay in the payment of at least three overdue billing statements in the last 24 months of the duration of the Framework Agreement shall be regarded as repeated non-compliance by the Subscriber with the obligation to pay the prices for Services provided, provided that, at least in one instance of delay in the previous 24 months, the Subscriber has been given a reminder of such delay and granted a grace period within the meaning of paragraph 5.2(a) below.
 - c) The Provider shall be entitled to terminate the Framework Agreement or Technical Specifications on grounds of non-compliance by the Subscriber with the obligation to pay the price for Services provided. For the purposes of these General Terms and Conditions, the Subscriber shall be regarded as having failed to comply with the obligation to pay the price for the Services provided if the Subscriber does not pay the billing statement by the due date at all, or fails to pay it in full, despite receiving a reminder of the delay and failing to make payment within the grace period granted in accordance with paragraph 5.2(a) below.
 - d) The Provider shall be entitled to terminate the Framework Agreement or the Technical Specifications within twenty (20) days of the date on which the Provider learns of the facts described in paragraph 5.2(f) below.
 - e) The Provider shall also be entitled to terminate the Framework Agreement or the Technical Specifications if they have been entered into for a fixed period of more than 10 years. In this case, the notice period shall be two years.
 - f) The Provider shall be entitled to terminate the Framework Agreement and/or the Technical Specifications if the User repeatedly and/or despite warning breaches the User's obligations laid down in paragraph 5.2(h) below.
- 3.11 The notice period referred to in paragraph 3.10 shall commence on the day following the date of service of the notice on the other contracting party, unless agreed otherwise. For the avoidance of doubt, the preceding sentence shall not apply to the notice period in respect of the notice of termination referred to in paragraph 3.9, in respect of which the notice period shall commence on the first day of the calendar month following service of the notice on the other contracting party.
- 3.12 Either contracting party shall be entitled to terminate the Framework Agreement or the Technical Specifications by written notice of withdrawal with immediate effect if (i) the other contracting party fails to comply with obligations under the Contractual Documents for a period of longer than three (3) months, or (ii) the other contracting party is in material breach of the provisions thereof. For the purposes of withdrawal, a material breach of the Contractual Documents shall include without limitation:
- a) in the Provider's case, if the Provider delays in the establishment of the Service for a period of longer than 30 calendar days from the expiry, without result, of the period for the establishment of the Service referred to in the Technical Specifications, provided that all of the conditions required for the establishment of the Service have been made by the Subscriber;
 - b) in the Subscriber's case, if the Subscriber repeatedly fails to comply with obligations;
 - c) in the Subscriber's case, if the Subscriber repeatedly and/or despite warning uses the Service provided or the Provider's Equipment in contravention of the terms and conditions agreed in the Contractual Documents, including but not limited to paragraph 5.2(b), (c), (g) and (h) below.
- 3.13 If, in the Technical Specifications or Framework Agreement, the contracting parties restrict the possibility of serving notice by defining a minimum Service duration and, in that period, the Subscriber breaches the terms and conditions of the Framework Agreement and/or the Technical Specifications in a manner establishing the Provider's entitlement to terminate the Framework Agreement and/or the Technical Specifications by serving notice of termination or withdrawal, the Provider shall be entitled to charge the Subscriber a contractual penalty in an amount corresponding to the sum of 70% of all payments for the Services concerned which the Subscriber would have been required to pay, in accordance with the Contractual Documents, from the date on which the termination of the Framework Agreement and/or the Technical Specifications took effect until the expiry of the defined minimum Service duration. The claim to a contractual penalty under the preceding sentence shall be lodged together with the corresponding act by the Provider intended to terminate the Framework Agreement and/or the Technical Specifications further to the given breach of conditions, i.e. with the corresponding notice of termination or withdrawal. The Provider's claim to a contractual penalty shall lapse if the Provider fails to serve the corresponding notice of termination or withdrawal from the Framework

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- Agreement and/or the Technical Specifications within three months of the date on which the Provider learns of the breach establishing the claim to the contractual penalties; that time limit shall apply separately to each and every breach of conditions under the first sentence of this paragraph 3.13.
- 3.14 If a Framework Agreement and or the Technical Specifications entered into with a Subscriber who is a consumer or a self-employed individual is terminated within three months of the date on which it is entered into, the Subscriber shall be obliged to pay the Provider one twenty-fifth of the monthly flat-rate sum remaining until the end of the agreed duration of the Framework Agreement of Technical Specifications. This rule shall only apply to publicly available electronic communication services.
- 3.15 Termination of the Framework Agreement and/or the Technical Specifications shall not prejudice the Provider's right to payment of the price for the Services provided, outstanding amounts, interest, contractual penalties and compensation for damage, as well as any other claims the Provider may have against the Subscriber under the Contractual Documents. Outstanding liabilities and obligations of the contracting parties deriving from the Framework Agreement and/or the Technical Specifications arising prior to the termination of the Framework Agreement and/or the Technical Specifications shall be resolved by the contracting parties within forty-five (45) calendar days of the date of termination of the Framework Agreement and/or the Technical Specifications.

4. Provider's Rights and Obligations

- 4.1 The Provider shall:
- establish the requested Service and provide it to the Subscriber in accordance with the Contractual Documents and the Service Parameters;
 - publish information on changes in the scope, quality and prices of publicly available Electronic Communications Services, e.g. via the Provider's website, by way of notifications or in informative documentation available at the Customer Centre. If there is a change in the prices of any or all of the Services provided, the Provider shall also notify the Subscriber in another appropriate manner thereof, for example by sending information together with the billing statement in the manner agreed for the dispatch of billing statements;
 - commence work on the removal of Malfunctions without undue delay following notification thereof by the Subscriber;
 - notify the Subscriber in advance of Malfunctions in Service provision which are known to the Provider in advance; for other Malfunctions, the Provider shall make such notification without undue delay after learning of the aforementioned circumstances.
 - notify the Subscriber in advance of a change in Essential Contractual Conditions, such being within a time limit which shall not be shorter than one (1) month before the change in Essential Contractual Conditions takes effect, and shall simultaneously notify the Subscriber of the Subscriber's right to terminate the contractual relationship without penalty in accordance with paragraph 3.10(a) of these General Terms and Conditions should the Subscriber not accept such a change in the Essential Contractual Conditions;
 - inform the Subscriber, if he/she is a consumer or self-employed person, of the approaching expiration of the Framework Agreement or Technical Specifications, as well as options for extending them; the Provider shall communicate this information to the Subscriber by the method that the Subscriber has chosen for receiving billing, and shall do so no sooner than 3 months and no later than 1 month before the Framework Agreement or Technical Specifications shall cease to be effective.
- 4.2 The Provider shall be entitled:
- to require the Subscriber to document details essential for the conclusion of the Framework Agreement and Technical Specifications;
 - to change the provisions of the Framework Agreement and any contractual documents belonging to the Framework Agreement, particularly the Essential Contractual Conditions, to a reasonable extent;
 - to refuse a proposal to amend the Framework Agreement or the Technical Specifications requested by the Subscriber;
 - to suspend Service provision if an act or omission by the Subscriber, whether out of intent or negligence, could affect the due operation or security of the Network or is in contravention of Contractual Documents or applicable legislation;
 - to restrict or suspend Service provision if the Subscriber delays in the payment of the price for a relevant Service even after being granted a grace period in accordance with paragraph 5.2(a) below, or if the Subscriber breaches the obligation laid down in paragraph 5.2(f) below;
 - to restrict Service provision for as long as is strictly necessary even in the absence of prior notification where there are serious reasons to do so. Serious reasons shall be understood to include, without limitation, the situation described in paragraph 4.6 of these General Terms and Conditions, the effects of a Force Majeure or cases where further Service provision could cause damage to the Provider, the Subscriber or third parties.
- 4.3 Recapitulation of obligatory particulars of a contractual relationship according to Section 63(1) of the Electronic Communications Act:
- information identifying the Provider shall be set out in the relevant Framework Agreement;
 - information identifying the Subscriber shall be set out in the relevant Framework Agreement;
 - a description of the Services provided shall be set out in the Service Description;



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- d) a description of servicing and customer support services, including the method of use thereof, is set out in Article 10 below;
 - e) information on the flat-rate (typically monthly) price of Services shall be set out in the relevant Technical Specifications; information on the unit (tariff) price of Services shall be set out in the Service Price List; an up-to-date Service Price List shall be available at the Provider's Customer Centre and on the Provider's website. When the Technical Specifications stipulate a different amount for the same price item, the prices set out in the Technical Specifications shall prevail.
 - f) information about the dates and methods of billing and payment is set out in Article 9 below;
 - g) the period for which the contractual relationship is made, and the notice period shall be derived from the Framework Agreement and Technical Specifications or from another Contractual Document; unless a different notice period is stipulated in another Contractual Document, the notice period under Article 3 above shall apply;
 - h) the conditions for the renewal and termination of a Service are set out in these General Terms and Conditions, especially in Article 3, paragraph 4.2(e) and (f) and in paragraph 5.2(a) of these General Terms and Conditions; the conditions concerning the minimum Service duration period shall be set out, in addition to paragraphs 3.9 and 3.13 of these General Terms and Conditions, in the Technical Specifications and/or in Special Arrangements;
 - i) the method for lodging claims is described in Article 11 below;
 - j) contractual penalties and sanctions for non-compliance with the obligations of the contracting parties are described, in particular, in Articles 3 and 11 of these General Terms and Conditions, and may also form part of the Technical Specifications or another Contractual Document;
 - k) provisions on compensation for damage and related provisions are set out in Article 6 below;
 - l) information on the method of resolving disputes concerning the subject-matter of the Agreement is specified in paragraph 13.2 below;
 - m) the method for the notification of the Subscriber of any change in the conditions of the contractual relationship is described in paragraph 4.1 above;
 - n) the types of measures which the Provider may take in response to breaches of Network security and integrity or Service security, or upon identifying a related threat of vulnerability, are described in paragraph 4.6 below;
 - o) the Subscriber's authentication code and terms and conditions shall be set out in the relevant Technical Specifications;
 - p) the amount to be paid upon termination of the contractual relationship prior to the expiry of the contracted period shall be established as the payment due upon non-compliance with the minimum Service duration period set forth in paragraph 3.13, if such a minimum Service duration period has been negotiated, and further as set forth in paragraph 3.14; as the Provider does not typically provide a User of publicly available Electronic Communications Services with any Terminal Equipment, upon termination of the contractual relationship prior to the expiry of the contracted period the Provider shall not demand any compensation for costs associated with telecommunications Terminal Equipment provided to the User for use of the Service;
 - q) the Subscriber's decision to include his/her data on the subscriber list is specified in the relevant Technical Specification;
 - r) the scope of possible unilateral changes and the method of notifying the Subscriber is specified in paragraph 4.2 (b) and 3.10 (a).
- 4.4 Where any of the obligatory particulars of a contractual relationship as laid down in Section 63(1) of the Electronic Communications Act is regulated differently in these General Terms and Conditions or in a place other than that referred to in paragraph 4.3 above, this shall be without prejudice to the validity of such an arrangement.
- 4.5 The Provider shall be entitled to refuse an application from the Subscriber for Service provision if the Subscriber is in default or, in the previous five years has defaulted, in obligations towards the Provider or where there are reasonable grounds to believe that the Subscriber will not comply with obligations.
- 4.6 In response to breaches of the security and integrity of the Electronic Communications Network used to provide the Provider's Services, or breaches of Service security, or in response to other related threats or vulnerability, the Provider shall be entitled to take the following measures:
- a) suspend Service provision for as long as is strictly necessary/until the reason for the breach of Network security and integrity or the breach of Service security has been resolved; and simultaneously
 - b) notify the Subscriber in writing of such breach of Network security or Service provision and of the suspension of Service provision.

5. Subscriber's Rights and Obligations

- 5.1 The Subscriber shall be entitled:
- a) to use the Service in accordance with Contractual Documents and the relevant legislation;
 - b) to propose an amendment to the Framework Agreement and/or Technical Documentation;
 - c) to contact the Customer Centre or the Contact Person specified in the Contractual Documents with comments, suggestions and requests;
 - d) to lodge claims against the scope and/or quality of the Service and the price charged.

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- 5.2 The Subscriber shall:
- a) duly pay prices for the Services provided, as set out in the Contractual Documents and, where appropriate, in the current Service Price List (for Services in respect of which unit prices are charged in accordance with valid tariffs). Should the Subscriber fail to pay the prices charged for the Service provided in a due and timely manner or should the Subscriber fail to comply with other contractual terms and conditions, the Provider shall send the Subscriber a written reminder thereof, together with a grace period for payment or compliance, which shall not be shorter than seven days. Should the Subscriber failed to make amends within the time limit provided, the Provider shall be entitled to restrict Service provision (prevent active access to the Service). The Provider shall be entitled to the reimbursement of costs associated with the reactivation of the Service, which shall take the form of a reactivation fee in an amount equal to 50% of the monthly price of the Service (not including the part of the price charged on the basis of consumption and set unit prices), but not more than CZK 50,000. Upon repeated non-compliance with contractual terms and conditions, the Provider shall be entitled to terminate Service provision and terminate the Framework Agreement or Technical Specifications in accordance with paragraph 3.10 above;
 - b) ensure that the Subscriber's Terminal Equipment connected by the Subscriber to the Network at a Termination Point complies with the conditions laid down by special legislation or shall ensure that such Terminal Equipment is labelled with an approval mark. The Subscriber shall be liable for the condition of the Subscriber's Terminal Equipment connected to the Network;
 - c) use the Services in a manner compatible with the Contractual Documents and applicable legislation, shall not misuse the Network connection, in particular by using that connection for purposes other than those agreed, and shall not configure, connect, install or handle in any manner whatsoever the Provider's Equipment at the Termination Point without the personal participation of the Provider's delegated representatives or without the Provider's prior written approval;
 - d) notify the Provider without undue delay of Malfunctions (no later than the working day following the occurrence of the Malfunction) and of all circumstances known to the Subscriber which could adversely affect Service provision or Network functionality;
 - e) create, at the Subscriber's Site, all conditions required for the due establishment and provision of the Service, including but not limited to the following:
 - i. make available, free of charge, premises in the Subscriber's buildings in which, in order to comply with the Technical Specifications, the Provider's Equipment is to be installed and operated, such being for the duration of the Technical Specifications. The Subscriber shall install such equipment only on suitable premises;
 - ii. enable the Provider or, where appropriate, persons delegated by the Provider to install and subsequently have access to the Provider's Equipment on the Subscriber's premises for the purposes of the repair or maintenance thereof;
 - iii. provide the Provider's delegated workers with the information and underlying documentation required for their activities;
 - iv. be responsible for cooperating with the Provider in the installation, modification or deinstallation of the Provider's Equipment related to the Service provided;
 - v. ensure that, throughout the duration of Service provision, the Provider's Equipment installed at the Subscriber is supplied by a source of energy prescribed by the manufacturer. Any and all associated expenditure shall be borne by the Subscriber;
 - vi. take action preventing unauthorised persons from handling the Provider's Equipment at the Subscriber's Termination Point;
 - f) notify the Provider in writing without undue delay of any and all changes in the information identifying the Subscriber, as set forth in the Contractual Documents, such being within seven (7) working days of the date on which such change occurs. Immediately after discovering that Service billing statements, reminders, communications and other messages sent to the last notified address of the Subscriber have not been delivered to the Subscriber for reasons resting with the addressee, the Provider shall be entitled to terminate Service provision and terminate the Framework Agreement and/or the Technical Specifications in accordance with paragraph 3.10(d) of these General Terms And Conditions. This shall be without prejudice to any claim of the Provider to payment of the price for Services provided;
 - g) safeguard the Provider's Electronic Communications Equipment (the Provider's Equipment) installed at the Subscriber from damage, theft or loss;
 - h) respect and fully comply with the security recommendations made by the Provider and refrain from any interventions or methods of use of the Service and/or the Provider's Equipment which could restrict or endanger the due functioning thereof, or could adversely affect other Subscribers or Users and their use of the Network; in particular, the Subscriber shall refrain from distributing unsolicited emails (spam) and shall refrain from unauthorised interventions and attacks from the Subscriber's network against the Network or the electronic communications networks of third parties;
 - i) comply with other obligations laid down in the Contractual Documents.

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6. Liability for Damage and Compensation for Damage

- 6.1 In case of a restriction or non-provision of Services under Contractual Documents due to a technical or operating defect on the part of the Provider, the Provider's liability to the Subscriber for damage thereby caused shall be established as the obligation to arrange for the removal of the defect and to reduce the price proportionately or, by agreement with the Subscriber, to arrange for Service provision by alternative means. The contracting parties agree that the Provider shall not be required to compensate Service Users or the Subscriber for damage incurred by them due to the suspension, restriction, faulty provision or non-provision of the Service, and the Service Users and the Subscriber declare that they shall not seek compensation for such damage from the Provider. The impossibility of using the Service due to a technical or operating defect shall also include impossibility caused by exceedance of the capacity of the Network or part thereof, the repair and maintenance of the Network or part thereof, etc.
- 6.2 Beyond the exclusion of any claim to compensation for damage under paragraph 6.1 above, the contracting parties agree that the Provider's liability is excluded, in particular, in relation to:
- damage occurring as a consequence of the Legitimate Suspension of Service provision;
 - damage occurring as a result of a malfunction or the outage of the internet and networks of other operators, including foreign operators;
 - the quality of services provided by third parties in the use of the Network;
 - any unauthorised intervention by the Subscriber (including the Subscriber's employees and other cooperating persons) or a third party in any part of the Network whatsoever.
- 6.3 The contracting parties agree that in cases other than those referred to in paragraphs 6.1 and 6.2 above, the Provider shall be liable only for damage occurring as a result of a breach of legal obligations by the Provider. Demonstrable damage caused by the Provider shall be compensated by the Provider in the form of free Service provision in the amount of the demonstrable damage, up to a maximum amount corresponding to 10% of the regular monthly price of the Service in question. Only in cases where compensation for damage should be provided after expiry of the Framework Agreement shall compensation be paid in cash, such being up to a maximum amount corresponding to 10% of the average monthly invoicing billed to the Subscriber for a period not exceeding the last 12 months, or CZK 10,000, whichever is lower.
- 6.4 The Subscriber shall provide compensation for damage to the Provider's Equipment installed at the Subscriber. This provision shall not apply to damage caused by Force Majeure or by the Provider.

7. Scope of Service Provision

- 7.1 The conditions of Service provision, and the rights and obligations of the contracting parties, shall be laid down in the following documents:
- Technical Specifications;
 - Special Arrangements;
 - Service Price List;
 - Service Description;
 - Framework Agreement;
 - General Terms and Conditions,
 - Information on Personal Data Processing.
- Should any discrepancy exist between the provisions contained in the aforementioned documents, those provisions in the documents listed in this paragraph higher up in alphabetical order shall prevail, unless expressly provided otherwise.
- 7.2 Should a Force Majeure prevent any contracting party from complying with its obligations, the time limit for performance shall be extended by the period by which the Force Majeure lasts and by a reasonable period for the commencement of performance. Over the period of effect of a Force Majeure, the two contracting parties shall be absolved of their obligations.
- 7.3 The Provider shall not be liable for Malfunctions in those cases where such Malfunctions occur due to unprofessional or unauthorised handling by the Subscriber (including the Subscriber's employees and other cooperating persons) or other persons. "Other person" means a person who does not belong among the employees (other cooperating persons) of the Subscriber or the Provider and who is not in a contractual relationship with the Provider as a natural person or legal person providing the servicing or repair of Electronic Communications Equipment.
- 7.4 The deadlines and time limits agreed for Service provision shall apply only further to timely compliance with all related obligations of the Subscriber; in the event of any non-compliance with certain obligations of the Subscriber, the time limits for Service provision shall be extended by the duration of the delay on the part of the Subscriber.

8. Establishment and Transfer of the Termination Point of the Service

- 8.1 With respect to the connection to the Network, the Provider shall establish a Termination Point at the Subscriber's Site.
- 8.2 The date referred to in the Service delivery certificate shall be regarded as the date of establishment of the Service. If the Service is not delivered by means of a delivery certificate, the date of establishment of the Service shall be the date referred to in the Technical Specifications as the Required Service Establishment Date or a later date as of which the Service is demonstrably used by the User.
- 8.3 Should the Subscriber fail to provide the Provider with access strictly necessary for the establishment of the Service at

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- the agreed time, the Provider shall be entitled to invoice the Subscriber for the time spent waiting and travelling.
- 8.4 Any delay in the delivery of the Service for reasons resting with the Subscriber (including but not limited to the non-provision of cooperation or non-compliance with the conditions specified in paragraph 5.2(e) above, or caused by third parties responsible for activities which the Subscriber has undertaken to carry out under Contractual Documents) shall not be included in the Service establishment duration.
- 8.5 If the Subscriber, after the signing of the Technical Specifications but prior to the establishment of the Service, requests a change in the Service establishment date to a later date or if the Subscriber fails to provide the Provider with the necessary cooperation to establish the Service, the Subscriber shall compensate the Provider for the price of works and performance, including performance ordered from subcontractors associated with the change of Service establishment date.
- 8.6 If the Service Termination Point is transferred at the Subscriber's request, the procedure for the establishment of the Service under this Article 8 of the General Terms and Conditions shall apply mutatis mutandis.
- 8.7 If Subscriber fails to accept the Service within 30 days of the establishment of the Service by the Provider, the Subscriber shall pay the Provider a contractual penalty per day of delay in acceptance of the Service in an amount corresponding to the price of the Service per day of provision thereof multiplied by the number of days of such delay. Payment of a contractual penalty shall not prejudice any claim to compensation for damage.

9. Price of Services, Terms of Payment

- 9.1 For Services in respect of which unit prices are charged in accordance with applicable tariffs stipulated in the Service Price List, the current Service Price List is available at the company's Customer Centre. Current information on all applicable prices of publicly available Electronic Communications Services offered by the Provider may be obtained by the Subscriber from the Provider's website. Information on other prices shall typically be set out in the relevant Technical Specifications of the Service.
- 9.2 The Subscriber shall pay the Provider prices for Service provision, the amount of which or the method for the calculation of which shall be set out in Contractual Documents or the Service Price List.
- 9.3 The lump-sum charge for the establishment, change or renewal of the Service shall be invoiced in the monthly billing statement for the calendar month in which the Service is established, changed or renewed within the meaning of paragraph 8.2 above. Unless otherwise agreed between the contracting parties, the Provider shall charge for the first month after the date of establishment of the Service as follows:
- a) if the First Day is the first day of the calendar month, monthly performance shall comprise the entire calendar month in question;
 - b) if the First Day is the final day of the calendar month, monthly performance shall commence in the next calendar month;
 - c) if the First Day is a day during the calendar month, the monthly performance shall be a proportionate amount corresponding to the number of days from the First Day (inclusive) to the end of the relevant calendar month.
- 9.4 The Provider shall be entitled to change the prices set out in the Service Price List without the Subscriber's approval, but shall notify such change to the Subscriber in accordance with paragraph 4.1(b) of these General Terms and Conditions.
- 9.5 The price, deposit and other fees charged, including any interest, contractual penalties or compensation for damage billed, shall be paid by the Subscriber on the basis of a billing statement issued by the Provider within the maturity period specified in that billing statement. By agreement with the Subscriber, a billing statement may be drawn up separately for individual types of Services.
- 9.6 The billing period shall be the calendar month, unless expressly agreed otherwise by the contracting parties in the Contractual Documents.
- 9.7 The amounts charged shall be credited to the Provider's account referred to in the billing statement by the due date, otherwise the Subscriber shall be in arrears. The maturity period shall be fourteen (14) days from the date of issuance of the billing statement, unless expressly provided otherwise in Contractual Documents and in the billing statement.
- 9.8 In response to arrears in the payment of an amount stipulated in a billing statement, the Provider shall be entitled to charge the Subscriber statutory default interest.
- 9.9 The Provider shall be entitled to entrust a third party with the recovery of the Provider's claims against a Subscriber who is in arrears. The Subscriber shall negotiate with that party as though it were the duly authorised agent of the Provider.
- 9.10 The Provider shall be entitled, in response to a delay on the part of the Subscriber, to charge the Subscriber the costs associated with sending reminders.
- 9.11 The Subscriber shall pay the Provider a special returnable deposit without undue delay after being requested for such payment by the Provider, the amount of which shall be calculated as the sum of up to the three (3) last monthly payments for the negotiated Service (or, if they do not exist, triple the average monthly payment for the provision of the specific type of Service) in the following cases:
- a) the Subscriber's registered office or place of residence is outside the Czech Republic;
 - b) the Framework Agreement, with the Provider's approval, has been transferred to a third party, but not all of the Provider's claims against the Subscriber have been paid;
 - c) the Subscriber repeatedly fails to comply with the terms of payment laid down in Contractual Documents;
 - d) a petition to initiate insolvency proceedings against the Subscriber is submitted;

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- e) a decision on the Subscriber's insolvency is issued;
 - f) the Subscriber has a debt outstanding or other obligation in relation to the Provider;
 - g) there is a disproportionate or unusual increase in the volume of a Service purchased by the Subscriber.
- 9.12 The Provider shall be entitled to use the deposit to cover the Provider's due outstanding claims against the Subscriber.
- 9.13 If the deposit is not exhausted, the Provider shall return the deposit to the Subscriber upon termination of Service provision, such being within 15 working days of the date of due payment of the final billing statement.

10. Malfunctions and Servicing

- 10.1 The Provider shall be responsible for the operation, inspection and maintenance of the Provider's Electronic Communications Equipment intended for Service provision.
- 10.2 The Provider shall be responsible for systematic supervision of the quality of Service provision 24 hours a day, seven days a week, throughout the calendar year.
- 10.3 The Provider shall remove a Malfunction in Service provision occurring within the framework of the Provider's Network at the Provider's own expense provided that this Malfunction has not been – intentionally or otherwise – caused by and is not the fault of the Subscriber. The Provider shall also remove a Malfunction entirely or partially caused by or the fault of the Subscriber at the Subscriber's expense and under the conditions agreed between the contracting parties separately for each such case.
- 10.4 If a Malfunction within the Provider's Network is caused by the actions of a third party who is in a contractual relationship with the Subscriber, the Subscriber shall make all documents available to the Provider which are necessary for the lodging of the Provider's claims against that third party.
- 10.5 The Provider shall remove a Malfunction in an Electronic Communications Service within 12 hours of the reporting thereof.
- 10.6 The Subscriber shall report a Malfunction in Service provision without undue delay to the Provider's Customer Centre, and shall specify the following in the report:
- a) the identification of the Subscriber;
 - b) the identification of each Service in question;
 - c) a description of the Malfunction, including information about the Terminal Equipment in which the Malfunction is present;
 - d) the time the Malfunction came to light;
 - e) a specification of the person reporting the Malfunction;
 - f) the time the Malfunction was reported.
- 10.7 The Subscriber shall check whether the Malfunction can be attributed to the Subscriber.
- 10.8 If, during the removal of a Malfunction, it is found that the Malfunction does not exist in the Network, but is localised in the Subscriber's Terminal Equipment, the Provider shall be entitled to compensation for the costs incurred.
- 10.9 The interruption of the power supply of any of the Provider's Equipment installed on the Subscriber's premises shall not be regarded as a Malfunction within the meaning of these General Terms and Conditions.
- 10.10 Should the Subscriber, for the purposes of the servicing of the Provider's Equipment, fail to arrange access to all of the Subscriber's premises and rooms where the equipment is located, the time lost by the Provider's service engineers waiting for access to such premises shall not be included in the duration of the Malfunction and the Subscriber shall compensate for the time spent waiting.
- 10.11 If, due to the inaccessibility of the Subscriber's premises for servicing, the Provider incurs additional expenditure (e.g. the need to repeat the call-out for repair, the additional costs of repairs associated with the delay, etc.), the Provider shall be entitled to demand compensation for such expenditure from the Subscriber. This provision shall be without prejudice to any claim the Provider may have to compensation for damage.

11. Claims

- 11.1 Service provision or the billing of a price may be subject to a claim by the Subscriber. Any claims shall be lodged with the Customer Centre.
- 11.2 The Subscriber shall be entitled to lodge a claim in respect of the billing of a price within two months of the date of delivery of the billing statement containing the price for the Service provided, otherwise the right shall lapse. The lodging of a Claim relating to the billing of the price for Service provision under Contractual Documents shall not have suspensive effect and the Subscriber shall pay the price in full by the due date.
- 11.3 The Subscriber shall be entitled to lodge a claim in respect of Service provision within two months of the date of defective Service provision, otherwise the right shall lapse.
- 11.4 If the Service is not provided in the quality or to the extent laid down by Contractual Documents and/or Service Parameters, or if it is not provided at all, the corresponding part of the price paid for the defective Service provision shall be set off against payment of the Subscriber's other obligations towards the Provider. Only in cases where compensation should be provided after expiry of the Framework Agreement shall compensation be paid in cash, subject to the settlement of mutual obligations between the contracting parties.
- 11.5 The Provider shall settle claims relating to the billing of a price or to Service provision without undue delay, such being within one month of the date of delivery of the claim.. Where the settlement of a claim requires consultation with a foreign operator, the Provider shall settle the claim within two months of the date of delivery thereof.

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- 11.6 If a price for a Service is billed to the detriment of the Subscriber, the Provider shall refund the difference in the price to the Subscriber within thirty (30) days of settlement of the claim.
- 11.7 The Provider shall be entitled to charge the Subscriber costs associated with the settlement of a claim relating to Service provision if it is found that defective performance occurred as a result of a breach of Contractual Documents by the Subscriber or for other reasons resting with the Subscriber, or if the performance was not defective. The same procedure shall apply in cases where the Malfunction is caused by a third party due to non-compliance with the conditions of Contractual Documents by the Subscriber.
- 11.8 The Subscriber's complaints and observations relating to Service provision under Contractual Documents shall be received at the Provider's Customer Centre, and shall be processed in accordance with legislation of general application and these General Terms and Conditions.

12. Protection of Traffic Data and Location Data

- 12.1 The Provider shall be responsible for the technical and organisational security of Service provision with a view to the protection of the Subscriber's Personal Data in accordance with the applicable legislation and as specified in the document Information on Personal Data Processing pursuant to paragraph 7.1 of these General Terms and Conditions, and the protection of Traffic Data and Location Data and the confidentiality of the communications of natural and legal persons in the course of Service provision in accordance with the Electronic Communications Act.
- 12.2 Unless otherwise agreed by the Provider and the Subscriber, the Subscriber agrees to the inclusion of the Subscriber's given name and surname or company name in the Provider's list of references.
- 12.3 The Subscriber acknowledges that the Provider is obliged, in accordance with the Electronic Communications Act, to process the Traffic Data and Location Data necessary for the billing of the price for Service provision up to the end of the period during which payment may be enforced. The Subscriber acknowledges that operators of networks and operators of Electronic Communications Services may provide each other with data related to Service provision, including, but not limited to, data about the subscribers being connected, in order to ensure interconnection and access to the Network, mutual billing, and the detection of any misuse of the Network and Electronic Communications Services.. Should the Subscriber incur non-material loss as a result of the defective processing of Personal Data, the Subscriber shall be entitled to seek compensation for such loss in accordance with Section 2951(2) of the Civil Code.

13. Common, Transitional and Final Provisions

- 13.1 The contractual relationship between the Subscriber and the Provider shall be governed by the laws of the Czech Republic.
- 13.2 The contracting parties agree that disputes relating to the subject-matter of the Framework Agreement on Service Provision and or Sub-agreements on the provision of individual Services shall be resolved in judicial proceedings before the ordinary courts of the Czech Republic or in administrative proceedings.
- 13.3 The Provider's correspondence shall be delivered to the Subscriber at the address referred to in the Framework Agreement or at any other address notified by the Subscriber's Authorised Person. Correspondence sent via a postal operator shall be regarded as delivered on the third working day after the dispatch thereof; correspondence sent to an address in another country shall be regarded as delivered on the 15th working day after dispatch.
- 13.4 Acts served on the other contracting party via a postal operator or courier services, by fax, to the Subscriber's data box or by email shall be regarded as having been drawn up in writing if they are signed with a qualified electronic signature in accordance with Act No 297/2016 on trust services for electronic transactions, and amending certain other laws (the Electronic Signature Act), as amended. This shall not apply to notice of termination of or withdrawal from the Framework Agreement or Technical Specifications, which shall be sent by registered letter via a postal operator or courier services, or shall be delivered in person to the other party's Authorised Representative.
- 13.5 In cases of doubt as to whether the Service has been provided or whether an amount has been executed, the listing from the operation of the system of the Provider or the competent operator shall be decisive.
- 13.6 The Provider shall be entitled to comply with obligations under Contractual Documents via suppliers, but in doing so shall bear the same liability as though the Provider was fulfilling such obligations itself.
- 13.7 The Subscriber shall not assign or transfer to a third party any rights and obligations deriving from the Framework Agreement or Technical Specifications without the prior written approval of the Provider. Rights and obligations deriving from the Framework Agreement and Technical Specifications shall pass to the legal successors of the contracting parties.
- 13.8 Both parties shall interpret the General Terms and Conditions and other Contractual Documents in good faith. Should one or more provisions of the General Terms and Conditions or other Contractual Documents be regarded as illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall be without prejudice to the other provisions of the General Terms and Conditions or other Contractual Documents, which shall be interpreted as though such illegal, invalid or unenforceable provisions had not existed. The Provider and the Subscriber agree that any and all illegal, invalid or unenforceable provisions shall be replaced by legal, valid and enforceable provisions which are closest to the spirit and purpose of the provisions being replaced.
- 13.9 The termination of the force and effect of the Framework Agreement shall not affect the contracting parties' claims to performance which may inherently exist even after termination of the force and effect of the Framework Agreement,

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- including but not limited to the right to the payment of the price for Services, default interest, contractual penalties, or compensation for damage.
- 13.10 These General Terms and Conditions shall enter into effect on 1 April 2020. These General Terms and Conditions supersede the ČD - Telematika a.s. General Terms and Conditions of Service Provision valid since 25 May 2018.
- 13.11 Contractual Documents signed prior to the date of effective use General Terms and Conditions shall remain in force and effect.
- 13.12 These General Terms and Conditions are available on the Provider's website, www.cdt.cz in the section Customer Support / Documents to download. They shall be sent to consumers and self-employed individuals by e-mail to the address specified in the Agreement.
- 13.13 These General Terms and Conditions have been published by the Provider in Czech and English. In case of any discrepancies in interpretation, the Czech version of the General Terms and Conditions shall prevail.

Prague, 1 February 2020

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