



**Business
Services**

SERVICE CONTRACT
(ALSO REFERRED TO AS END USER AGREEMENT)

Štátna Pokladnica



**Business
Services**

This Service Contract ("Service Contract") shall become effective on May 1st, 2022 ("Effective Date").

THIS SERVICE CONTRACT IS MADE BETWEEN:

Orange Business Services Slovakia s.r.o., having its registered address at Metodova 8, Bratislava 821 08, Slovakia, registered in Slovakia, under register no 35 810 254, District Court Bratislava I, Section S.r.o. ("Orange"); and

Štátna Pokladnica ("Customer"), having its registered address at Radlinského 32, P.O.Box 13, 810 05 Bratislava, Slovenská Republika, The State Treasury is a budget organization established in accordance with Act No. 291/2002 Coll. on the State Treasury and on amendments to certain acts.

WHEREAS:

- 1) Society for Worldwide Interbank Financial Telecom SCRL ("SWIFT") has selected ORANGE as a Preferred Network Partner which permits ORANGE and Orange Affiliates to provide certain telecommunication services to SWIFT's customers to access SWIFT's network.
- 2) Orange desires to provide Customer and Customer desires to obtain from Orange such telecommunications services all upon the terms and conditions as set out in this Service Contract.

NOW THEREFORE ORANGE AND CUSTOMER HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In addition to capitalized terms defined elsewhere in the Agreement, the following capitalized words and phrases listed below will have the meanings given below:

"**Acceptance Test**" means the acceptance test or tests on the basis of which Orange can demonstrate that it is able to establish connectivity between a CE router at the Location and the Network in accordance with the test criteria.

"**Affiliate**" means in relation to an entity, any other entity controlled by, under common control with, or controlling such entity, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.

"**Business Day**" means a day of normal Orange working hours in each country where the End User Services are provided (except locally observed weekends and holidays in such countries).

"**Business VPN**" means the Service as defined in Annex 4, Service Description.

"**Charges**" means the fees and rates that Orange will charge Customer for all End User Services provided under the Service Contract, as stipulated on the Order Form.

"**CPE**" means hardware (including routers, cables, connectors and software, but excluding VPN boxes) at Locations, as may be supplied by Orange as part of the End User Services and which is and remains property of Orange.

"**Customer**" means the contracting party to this Service Contract indicated as Customer in the section above which is also the End User.

"**Date of Acceptance**" means the date all Acceptance Tests are successfully completed.

"**Effective Date**" means the date this Service Contract first comes into effect, generally, the date indicated at the top, or if no date is stated, the latest date written on the signature blocks, or if no date is stated, the date on which the first Order placed under this Service Contract is signed by Orange.



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"End User" means an institution which is a SWIFT customer located within the Territory, which has chosen to benefit from the Service in accordance with the terms and conditions set out in this Service Contract; also referenced as the Customer.

"End User Services" means the services to be provided by Orange to Customer under this Service Contract as specified in the Service Description and in accordance with Annex 1 & 2 hereto.

"Extended Term" means each successive three (3) month period following the end of the relevant Service Term.

"General Conditions" means the body of this Service Contract.

"Intellectual Property Rights" means patents, design rights, copyright, trademarks, trade names, trade secrets, know-how, in each case, whether registered or unregistered and any other intellectual property right whatsoever and wherever enforceable.

"Location" means each Customer or User site to be provided with End User Services, identified in Order Forms.

"Losses" means all claims, liabilities, demands, proceedings, losses, costs (including reasonable legal and other professional costs) and reasonable expenses of whatever nature.

"Network" means Orange's network used by Orange for the provision of the End User Services, excluding Tail Circuits, public networks and CPE.

"ORANGE" means Orange Business Belgium SA/NV.

"Orange" or **"Orange Group"** means, for the purpose of the performance of this Service Contract, the Affiliate of ORANGE responsible to render the Services under this Service Contract.

"Order" means any request for an End User Service issued by Customer or a User, using an Order Form. All Orders are subject to acceptance by Orange.

"Order Form" means Orange's then-current standard order forms for the End User Services.

"Partner" means any distributor, agent, reseller or any other 3rd party facilitator which Orange is involving for provision of Services under this Service Contract.

"Parties" means Orange and Customer, or individually as a "Party".

"Preferred Network Partner Program" means the multi-vendor model adopted by SWIFT for its secure IP Network.

"Service Descriptions" means the applicable service description(s) agreed between Orange and SWIFT which are part of this Service Contract from time to time.

"Service" means the service described in the Annex 4 of this Service Contract, Service Description.

"Service Term" or **"Term"** means the term specified on each Order Form (which will be a minimum of 12 months for Business VPN services and minimum 36 months for Select DSL services, and which will be standard 36 months) commencing on the Date of Acceptance.

"Software" means computer programs in object code, as applicable, provided or to be provided by Orange pursuant to the Service Contract, and excluding any proprietary Software provided by Customer.

"Specific Conditions" means the specific conditions attached hereto as Annex 1.

"Sub-Contractors" mean third party suppliers of Orange as defined in clause 11.12 of this Service Contract.

"Tail Circuit" means a telecommunications circuit or other capacity and attached modems leased from a TO connecting Locations to the Network.

"Target Date" means the expected date for delivery and acceptance of End User Services, as set out in Order Forms.

"Territory" means the country/ies where the End User Services are delivered pursuant to the Order.

"TO" means telecom operators authorized to own, lease and operate telecommunications circuits.

"User" means the user of the End User Services under this Agreement, including Customer and the entity or entities designated in an Order as the recipient of the End User Services.

- 1.2 The terms defined above include the plural as well as the singular. Any reference to a "Section" means a clause of the document in which it appears unless otherwise expressly stated. The words "include" and "including" will not be construed as terms of limitation. Use of the word "or" means and/or. The words "day", "month", and "year" mean, respectively, calendar day, calendar month and calendar year, unless otherwise expressly stated. Any amounts expressed in dollars or preceded by "\$" will refer to United States dollars. The headings used in any document are included for convenience only and may not be used in construing or interpreting that document.

SECTION 1 - SCOPE OF THE AGREEMENT.



In accordance with the terms and conditions defined in this Service Contract, Orange agrees to provide the End User Services to Customer, in agreed upon countries.

Orange's provision of the End User Services to Customer and Users is contingent upon entering into an Order for each Service.

Orange undertakes that the End User Services conform to those telecommunication services Orange is to provide pursuant to the Preferred Network Partner Program. Orange reserves the right to change the End User Services from time to time upon reasonable prior notice to Customer to the extent such changes are compliant with the Preferred Network Partner Program.

SECTION 2 - TERM and TERMINATION.

2.1 Term and termination of Service Contract

- 2.1.1 Except as provided otherwise in this Section 2, this Service Contract shall come into effect on the Effective Date hereof and shall remain in force for a period of three (3) years ("Initial Term"). This Service Contract will then terminate. In case of termination pursuant to this Section 2.1.1, Parties will no longer be able to sign new Orders and all existing Orders shall continue until the end of the Service Term or the then current Extended Term and shall no longer automatically extend.
- 2.1.2 Either Customer or Orange shall be entitled, by written notice to the other Party and without prejudice to any other rights or remedies, to terminate this Service Contract or any part thereof with immediate effect and without penalty or cancellation fee due by the terminating party for early termination in any of the following events:
- (i) if the other Party shall be in material breach of this Service Contract and such breach either shall be incapable of remedy or shall continue un-remedied for a period of 30 days after written notice thereof shall have been given in writing to such Party.
 - (ii) Corporate action or any other steps shall be taken by the other Party (Orange or Customer as the case may be), or involuntary proceedings or petitions shall be filed against this same other Party, seeking the winding up, liquidation or dissolution of this Party or the appointment of a receiver or administrator for, or the encumbrance, attachment, execution or similar process against all or a substantial part of this Party's assets or if this other Party shall enter into or propose any composition or arrangement for the benefit of or with its creditors generally; or
 - (iii) The other Party shall become insolvent or generally fail to pay, or admit its inability to pay, all or a substantial part of its debts as they become due, or shall voluntarily commence any proceeding or file any petition under any bankruptcy, insolvency or similar law, or an involuntary proceeding shall be commenced or petition shall be filed against this other Party under any such law.
- 2.1.3 The Service Contract and any Order placed thereunder shall terminate without any penalty or other disconnection fees becoming due by Orange or the Customer in the event SWIFT revokes ORANGE's accreditation as a Preferred Network Partner or as a Preferred Network Partner for the Territory and SWIFT has notified the Customer to exercise its right to terminate this Service Contract and related Orders. In such event, subject to SWIFT agreeing with a transition period, Orange agrees to provide Customer with transition services as described in Section 2. 3 to permit Customer to transition to a new accredited Preferred Network Partner.
- 2.1.4 If all Orders have been terminated pursuant to Clause 2.2 and it is not expected that a new Order will place under the Service Contract within 6 months following the termination of the last Order, the Service Contract will be automatically terminated or deemed as expired.

2.2 Term and Termination of Orders



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- 2.2.1 Unless agreed otherwise on the Order Form, each Order shall be entered into for the Service Term and will thereafter continue in effect for subsequent Extended Terms unless terminated by either Party by giving at least ninety (90) days written notice prior to the end of the Service Term or the Extended Term, such notice to end on the last day of the Service Term or the then current Extended Term, unless terminated earlier pursuant to Sections 2.1.2, 2.1.3, 2.2.2, 2.2.3, 2.2.5 or Section 7 "Reservation of Rights" of Annex 1 hereto.
- 2.2.2 Either Party may terminate any Order with immediate effect by giving notice to the other Party
- (i) If the other Party fails to make any payment relating to that Order when due and does not remedy this within 30 days following written notice thereof;
 - (ii) as permitted in Section 5.2 ; or
 - (iii) If a Force Majeure Event affecting the provision of End User Services under that Order continues for more than 15 consecutive days.
- 2.2.3 Furthermore, Customer shall have the following disconnection rights:
- (i) Substitution: Customer may, at its sole discretion, cancel any End User Service at any Location, in whole or in part, provided that the disconnection has been replaced by an additional Service at either the same Location or at multiple Locations and provided that the total monthly recurring revenue remains the same;
 - (ii) Intentionally Left Blank.
 - (iii) Customer may disconnect all Locations in a country if the Network to which the Locations are connected ceases to be operated by Orange, an Orange Affiliate or Orange Partner. Orange will immediately notify Customer of any such intended change and shall provide Customer with a migration plan which ensures a smooth transition to another Orange partner, if and when reasonably available and at no additional cost to the Customer. Within 30 days of such notification and receipt of the migration plan, Customer will confirm in writing whether it will exercise its option to terminate.
- 2.2.4 Unless otherwise agreed, any disconnection of End User Services related to a Customer Location under Section 2.2.3 shall be conditional on the following:
- a) for Business VPN services:**
 - (i) at least 12 months have elapsed from the date of acceptance of the said Location where Service is cancelled;
 - (ii) Customer shall notify Orange in writing taking into account a 30-day notice period;
 - (iii) Customer will be liable to pay a disconnection fee of \$1500;
 - (iv) Customer will remain liable to reimburse Orange for all contingent Tail Circuit charges including any cancellation penalties; Orange agrees to mitigate any such charges by terminating any Tail Circuit leases with the TO as soon as practicable following notification of the disconnection by Customer; and
 - (v) If Orange has provided CPE, Customer will be liable to pay Orange a lump sum equal to the remaining book value of CPE as of the date of disconnection, based on the original price paid by Orange for CPE plus 15% of such original price as a fee for administration and disconnection.
 - b) for Select DSL services:**
 - (i) at least 36 months have elapsed from the date of acceptance of the said Location where Service is cancelled;
 - (ii) Customer shall notify Orange in writing taking into account a 30-day notice period;
 - (iii) Customer will be liable to pay a disconnection fee of \$1500.
- 2.2.5 If Customer ceases to be a duly registered SWIFT Customer, all Orders will be disconnected and Customer shall be liable for:



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- a) 100% of the monthly recurring Charges for the remainder of the initial 12 months of the Service Term
- b) 50% of the monthly recurring Charges for the remainder of the Service Term after the initial 12 months.

2.3 Transition Services.

Except in case of Orange terminating in accordance with Section 2.2.2(i); 2.2.2(iii) and Section 7 "Reservation of Rights" of Annex 1 "Specific Conditions for End-User Services" to this Service Contract, Orange shall provide to Customer certain transition services to allow the Customer to arrange for replacement services. However, for terminating in accordance with Section 2.2.2. (ii) the Transition Services shall be reduced to a period shorter than 12 months to avoid further infringement under Section 5.2 (b), unless Supplier is subject to a court order to immediately terminate. The Customer will cooperate in good faith. These transition services will be for a period of no less than 12 months (unless otherwise agreed), starting from the date Customer received a termination notice or the event giving effect to termination (as the case may be). In order to indicate the exact end date of the transition services either Party shall notify the other with 60 days' notice of the definitive termination date of the transition period. In such cases, the Service Contract and any Order thereto, will terminate.

2.4 Effect of Termination.

- 2.4.1 On termination of the Service Contract, no additional Order Forms can be added to this Service Contract, and the existing Orders will terminate at the end of the Service Term or then current Extended Term.
- 2.4.2 Upon termination of the last remaining Order under this Service Contract, each Party will immediately return to the other Party all property of whatever kind and nature provided under this Service Contract and belonging to the other Party, including Confidential Information.
- 2.4.3 In the event that Customer terminates an Order within the Service Term or the Extended Term otherwise than pursuant to Section 2.1.2, 2.1.3, 2.2.2 (ii) and (iii), 2.2.3 or 2.2.5 above, Customer will be responsible to remit the balance of the undisputed charges for that Order from the effective date of termination to the last day of the Service Term or the then current Extended Term.
- 2.4.4 In case of termination by Orange due to the Customer or in accordance with Section 2.1.2 or 2.2.2 (i) Customer will be responsible to remit the balance of any undisputed charges for that Order from the effective date of termination to the last day of the Service Term or the then current Extended Term.

SECTION 3 - CHARGES AND PAYMENT.

3.1 Service charges.

As consideration for the End User Services, Orange will invoice and Customer will pay for the End User Services provided under this Service Contract in accordance with the provision of this Section. Unless otherwise stated in the Order Form, Orange will invoice all Charges quarterly in advance.

3.2 Current Service Charges.

Except as otherwise provided in this Service Contract (including its Annexes), the Charges will remain fixed for the Service Term or the Extended Term.

3.3 Additional Charges.



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Except for additional costs and expenses incurred in accordance with Section 10.4, any other reasonable costs or expenses which are not included in the Charges must be authorised by the Customer, before they can be charged to Customer. Any travel and accommodation costs will be evidenced by supporting vouchers at the request of Customer.

3.4 Tax.

All prices and Charges stated are exclusive of value added tax, sales tax, duties, excise tax, gross receipts tax and withholding taxes, and any similar tax which may be applicable thereto. Customer agrees to pay all such applicable taxes. In respect of withholding tax, Customer will pay such additional amounts as may be necessary, such that Orange receives the amount it would have received had no withholding been imposed.

3.5 Invoicing and Payment.

3.5.1 Unless provided otherwise hereafter, invoices will be paid by Customer within thirty (30) days as of the date of the invoice to a bank account indicated by Orange. Any change to such account number will be communicated by Orange to Customer at least 30 days prior payment. Orange shall inform Customer of any late payments and Orange will grant a cure period of ten (10) working days during which Customer can still pay the invoice without interest. If such invoice remains unpaid after the cure period expires Orange shall be entitled to:

- (a) Charge interest on a daily basis from the original due date at the rate of 1 percent per month, as well as an administrative charge of 150 USD per reminder;
- (b) Suspend the End User Service, having given 30 days written notice of its intention to do so, and Customer having failed to remedy its payment default during that time.

3.5.2 In the event that three or more invoices are overdue (in respect of the original due date of such invoices) within any revolving 12 month period, Orange shall have the right to demand cash in advance or direct debit for any new invoices.

3.5.3 All Charges and/or costs must be specified in detail and exclude any tax, such as V.A.T., which, if chargeable, will also be invoiced as a separate item. Invoices will be sent to Customer as indicated in the Order Form.

3.5.4 Customer may dispute an invoice within 90 days of the invoice date. In the event of a good faith, timely notified dispute on a part of the invoice, Customer may withhold payment only of the disputed amount.

3.5.5 Unless otherwise specified in the Order, Charges will be invoiced in Euro and are payable in the agreed currency, without deduction or set-off.

3.5.6 **Currency Conversion:** All invoices, which are rendered in a different currency than the currency of the Order shall be converted into the invoicing currency using the Orange corporate rate, except where local regulation supersedes this rule. For each currency quoted by the European Central Bank Orange corporate rate is the average of the previous month daily fixings provided by European Central Bank (ECB). For the non ECB quoted currency, Orange corporate rate is the average of rates available on Bloomberg. Orange reserves the right to use a different service provider for non ECB quoted currency.

SECTION 4 – SECURITY.

4.1 Orange shall put in place, and thereafter maintain for the term of this Service Contract, reasonably appropriate security procedures (as the same may be revised from time to time so as to maintain reasonably appropriate security), to protect Customer's computer data transmitted over the Orange Network from unauthorized access and disclosure, other than as permitted by the terms of this Service Contract or to anybody having statutory authority to require Orange to make disclosures.



- 4.2 Orange accepts to comply with the reasonable access and security rules of Customer when entering the premises for the performance of this Service Contract. Customer shall make all reasonable attempts to provide Orange with any such rules prior to the Orange intervention.

SECTION 5 - INTELLECTUAL PROPERTY RIGHTS.

5.1 Ownership of Intellectual Property.

All Intellectual Property Rights in the End User Services are either owned by or licensed to Orange. Nothing contained in this Service Contract will be deemed to convey any title or ownership interest in any Intellectual Property Rights to Customer, nor are any rights or licenses granted by this Service Contract with respect to any Intellectual Property Right, except as otherwise expressly provided in this Service Contract.

5.2 Indemnification for Infringement of Intellectual Property Rights.

- 5.2.1 Subject to clause 5.2.2 and 5.2.3, Orange, at its expense, will defend any action brought against Customer based on a claim from a third-party other than Customer Affiliate or a User that any Service or part thereof infringes any Intellectual Property Right in any country where the Service is provided under this Service Contract ("Claim"), provided that Customer promptly notifies Orange in writing when such action is brought against Customer, Orange has sole control of such defense and Customer gives Orange reasonable assistance in the defense or settlement. Orange at its sole option may settle or compromise the claim. In addition, Orange will pay (i) damages finally awarded in the action by a court of competent jurisdiction, (ii) or constituting a settlement thereof, and (iii) all of Customer's, its Affiliates' or any Users' cost and expenses, reasonably incurred in connection with the defense or settlement, including any assistance to Orange in the defense or settlement that has been requested by Orange, except that, where the Claim arises from Customer's sole use of SWIFT's services or solely relates to a SWIFT service, Orange will not be liable to Customer, its Affiliates and Users in relation to the Claim and this indemnity shall thus not apply to any Claim solely relating to Customer's use of SWIFT services. In the latter case of sole use of or sole relation to SWIFT service(s), Customer will address the Claim directly with SWIFT.

For the purposes of this Clause 5.2.1, any reference to a Service includes any part of that Service used by Orange to provide that Service.

- 5.2.2 Without prejudice to any other rights or remedies under this Service Contract, in the event that an injunction, whether temporary or permanent, is obtained against Customer prohibiting the use of a Service or any part thereof, by reason of such infringement, Orange will:
- (a) Use reasonable efforts, at its own expense, to procure within a reasonable delay as per time line notified to Customer in advance the right for Customer to continue using the End User Service, or replace or modify the End User Service so that it is no longer infringing an Intellectual Property Right without adverse effect on the End User Services as described in the Service Descriptions; or
 - (b) Only if Orange cannot achieve the solution referred to in Section 5.2.2 (a) above, direct Customer to cease using the affected End User Service or to return the infringing equipment to Orange at Orange's expense, in which case the relevant Order will be automatically terminated.
- 5.2.3 Orange will have no obligation to defend Customer or to pay costs, damages or fees for any claim based on:
- (a) use of the Service or of any part thereof other than the current unaltered Service provided by Orange, if such infringement would have been avoided by the use of the current unaltered Service provided by Orange; or
 - (b) The combination, operation or use of a Service, or of any part thereof, with non-Orange services, equipment or software, if such infringement would have been avoided by not combining, operating or using such Service or part thereof with other such non-Orange service, equipment or software.



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SECTION 6 – SOFTWARE.

If required to enable Customer to use an End User Service, Orange will grant to Customer for the term of this Service Contract, non-exclusive and non-transferable licenses to use Software strictly for such purpose. Customer agrees not to produce, copy (except for the purpose of retaining a back-up copy), alter, modify, or add to the Software or any part thereof, nor to attempt or to allow a third Party to attempt to reverse engineer, translate or convert the Software from machine readable to human readable form, except as permitted by applicable law.

SECTION 7 - LIMITATION OF LIABILITY.

- 7.1 Neither Orange nor Customer will be liable for any indirect, incidental or consequential loss or damages, howsoever arising, including loss of use or data or lost time, revenue, profits, goodwill of clients or any business interruption of any kind even if advised of the possibility of such damages.
- 7.2 Except for completing any payment obligations, neither Orange nor Customer will be liable for any delay or for the consequences of any delay in fulfilling any of its obligations under this Service Contract if such delay is due to a Force Majeure Event.
- 7.3 Orange will have no liability in contract, tort or otherwise for any claim of unauthorized access of Customers' transmission facilities or equipment, or for unauthorized access to, or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, except to the extent caused by Orange's negligent act or omission, or willful misconduct.
- 7.4 Except for completing any payment obligations and subject to Clauses 7.1 and 7.5, each Party's total aggregate liability (whether in contract, tort (including negligence) or otherwise), under or in connection with this Service Contract will be limited to:
 - (a) for any Service Failure under Supplier's responsibility in accordance with the Preferred Network Partner Program subject to Annex 4 Clauses 2.1 and 2.5, the Charges incurred or payable for the Service in the 30 days immediately preceding the Service Failure calculated on a pro rata basis for the duration of the Service Failure, provided that Customer has sent Supplier written claim and supporting documents within 60 days of the occurrence of the start of the Service Failure. For the purpose of this Clause 7.4 (a) "Service Failure" means loss of availability of the Service at the End User Location; the virtual communication link between CE and PE routers is not available;
 - and
 - (b) for all other claims arising in any 12 months period (including material breach of the Service Contract envisaged under Clause 2.1.2(i)), the Charges incurred or payable in the 12 months immediately preceding the cause of action to which the claim relates or, where less than 12 months' Charges have been incurred, an amount equal to the average monthly Charges incurred from the Effective Date until the date on which such cause of action arose multiplied by twelve.
- 7.5 Nothing in this Agreement will exclude or restrict any Party's liability contained in section 5 (Intellectual Property) and contained in section 8 (Non-Disclosure) or to claims for death or personal injury caused by negligence, for fraud or deceit, for willful misconduct or as stipulated by mandatory applicable law.
- 7.6 **Limitation of warranties.** Except as expressly set out in the Service Contract, the Parties make no warranties and hereby disclaims any warranties, express or implied, including any warranty of satisfactory quality or fitness for a particular purpose with respect to the End User Services or any part thereof.
- 7.7 The obligations, the rights and remedies of the Parties set out in this Service Contract are exclusive and in substitution for all other remedies, obligations and liabilities of the Parties. The remedies of the Parties with respect to any matter under this Service Contract will be limited to the remedies set out herein; provided that neither Party will receive duplicative recoveries.

SECTION 8 – NON-DISCLOSURE.

Orange is a member of the Orange group of companies and operates under the brand name Orange Business Services.

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- 8.1 Any information, whether incorporated in a physical medium or not, related to each Party's business operations, including but not limited to data transported on the networks to/from the Customer, inventions, products, services, personnel, methods of doing business, research and development activities, know-how, trade secrets, commercial secrets, computer programs, finances (hereafter called "the Information"), shall be considered as confidential and proprietary, and shall be treated as such by each Party.

The Information may include information which has been submitted to either Party by third parties, and which that Party has been authorised to disclose, subject to security measures or confidentiality agreements. In such cases, each Party accepts that the terms of this Service Contract shall be deemed to be also for the benefit of such Parties and fully binding upon each Party with respect to such Information.

The receiving party may disclose the Information if the disclosing party can document that it:

- was in the public domain at the time it came to its knowledge, or entered the public domain through no breach of this Service Contract; or
- was known to that Party free of any obligation of confidentiality before it came to its knowledge in the course of its business relationship with the other Party; or
- has become lawfully available to that Party, either from a third Party or through its independent development; or
- must be disclosed by the receiving party due to applicable law or the final and binding order of a competent court, arbitral tribunal or government authority that has jurisdiction over the receiving party, including without limitation the European Commission, any competent national central bank, competent supervisory authority or competent tax authority. In which case, the receiving party must notify the disclosing party with such advanced notice (and to assist, if requested) to allow the disclosing party the ability to seek any and all legal remedies available to it to ensure that the Information remain confidential.
- Orange provide consent to publish this contract in the Central Register of Contracts in accordance with the rules of the public sector for Slovenská Republic.

- 8.2 Each Party shall ensure the protection, confidentiality and security of the Information. Each Party shall not use nor copy the Information for any other purpose than to execute this Service Contract, and shall not, either directly or indirectly, disclose or disseminate the Information to any third party without prior written authorisation from the other Party, except to its own employee(s) agents, subcontractors, those of its Affiliates, or such other third parties who reasonably needs to know such Information in order to enable the receiving party to perform its obligations under this Service Contract where necessary for the execution of this Service Contract; provided that such persons are made aware of the confidential information of the Confidentiality of the information and, in the case of a third party, has undertaken in writing to keep such Information confidential on terms similar and appropriate to those set forth herein. Notwithstanding any obligations of confidence applicable to SWIFT under other arrangements between Customer and SWIFT, Customer acknowledges and agrees that SWIFT shall be entitled to receive from Customer or Orange any such confidential information necessary for either party to perform under this Service Contract and disclose to Orange such information that may be confidential or proprietary to Customer or those third parties to which Customer owes a duty of confidentiality as is reasonably necessary to assist Orange in the provision of the End User Services.

- 8.3 Each Party undertakes to inform and to enforce on its employee(s) or subcontractor(s) the terms of this Service Contract and each Party shall remain fully and jointly liable for the execution of the terms of this Service Contract by its employee(s) or subcontractor(s).

- 8.4 All materials supplied or paid by either Party shall remain property of the relevant Party, and shall be returned to such Party, with all copies made thereof, when such Party's assignment in the context of this Service Contract is terminated, for whatever reason, or immediately upon request by the other Party, without need to justify such request.

- 8.5 The obligations of both Parties regarding confidentiality shall survive the termination of this Service Contract and shall remain in full force and effect thereafter for ten 10 years.



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- 8.6 Orange shall not publish this Service Contract unless agreed in writing in advance by Customer, such agreement not to be unreasonably withheld or delayed.
- 8.7 Parties shall keep confidential all information exchanged pursuant to Section 11.15.

SECTION 9 – DISPUTES.

9.1 Applicable Law.

This Service Contract shall be governed, construed, and enforced in accordance with the laws of England and Wales

9.2 Disputes.

In the event of disputes arising out of this Service Contract, the Parties will use their best efforts to resolve such disputes without recourse to litigation. If no settlement is forthcoming, all disputes regarding this Service Contract or resulting from this Service Contract will be brought exclusively to the competent court in England.

SECTION 10 – FULFILMENT.

- 10.1 Orange undertakes that competent personnel will perform the Service mentioned in this Service Contract in accordance with all reasonable skill and care.

- 10.2 The Parties will comply in all material respects with applicable laws, rules and regulations, now in effect or hereinafter enacted or adopted, in the Territory. In accordance with the foregoing, each Party is responsible for complying with all applicable: (a) local license or permit requirements and (b) export, import and customs laws and regulations (such as the export and re-export controls under the U.S. Export Administration Regulations or similar regulations of the U.S. or any other country) which may apply to certain equipment, software and technical data provided.

Orange will use its reasonable efforts to notify any changes on licenses and approvals having an impact on Customer.

- 10.3 It is expressly understood that this Service Contract is made with Orange as an independent contractor and that its agents, staff or approved sub-contractors are and will remain(s) under the responsibility of Orange and will not act or be treated as employee(s) of Customer for any purpose whatsoever. Orange shall be responsible for the conduct of its agents, staff or approved subcontractors and agrees that it will, and will cause them to, conform to the terms of this Service Contract.

- 10.4 In order to provide the Services in a timely and efficient manner, Customer will ensure that Orange has access to all necessary Customer information as Orange may reasonably require, and will keep Orange informed of all material developments or proposals in relation to its business or operations that may have an effect upon the Services. From time to time, Customer's prompt decisions and approvals will be required, and Orange will be entitled to rely on all documented decisions and approvals provided in connection with the Services. The Services provided by Orange are dependent upon the accuracy of the information provided by Customer and Customer's cooperation. Customer understands that to the extent that such information is inaccurate or Customer's cooperation is insufficient, the delivery schedule for the Services and Orange's costs may be negatively affected, which may lead to additional charges.

SECTION 11 – MISCELLANEOUS.

11.1 Assignment.



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Except for any assignment by Orange to Orange Affiliates, neither Party may transfer or assign its rights and obligations under this Service Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld.

11.2 Amendment.

This Service Contract may not be amended or modified in any way and none of its provisions may be waived, except (i) based on an agreement between SWIFT and Orange, such change to be notified to Customer, or (ii) in writing and signed by an authorised representative of both Parties as defined below. Modification of the body of this Service Contract: the following officials are the only representatives of the Parties authorised to sign contractual amendments or modifications to this Service Contract:

For Customer:

Any Manager duly authorised:

For Orange:

Any Director duly authorised

Modification of the Annexes to this Service Contract: the following officials are the only representatives of the Parties authorised to sign contractual amendments or modifications to the Annexes to this Service Contract:

For Customer:

Any Manager duly authorised

For Orange:

Any Director duly authorised

11.3 Notices.

Unless otherwise agreed in writing by the Parties, all notices made or required to be given pursuant to this Service Contract shall be in writing by registered letter at the following addresses or to the address as adjusted and notified to the other Party:

Any and all notices required or permitted to be given under the Agreement will be in writing in the English language and will be sufficiently given when delivered (a) by hand, by registered mail, postage prepaid, return receipt requested; by facsimile transmission, addressed to the persons whose name and address appears on the Service Contract or such other address or persons as may be notified by a Party to the other from time to time or to the managing director. Except in the case of delivery by hand, and save for evidence to the contrary, notices will be deemed to have been given on the day on which such communication ought to have been delivered in due course of postal or facsimile transmission.

To Customer: To the address above.

To Orange: Orange Business Belgium

Att. SWIFT Account Manager

Bourgetlaan. 3

1140 Brussels

Belgium

CC: Legal Department Orange

Bourgetlaan 3

1140 Brussels

Belgium



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11.4 Communication and Reporting.

All communications and reports between Orange and Customer will be in English.

11.5 Force Majeure.

In the event of a delay, interruption or suspension in the performance of any obligation of one of the Parties due to Acts of God, fire, flood, or other catastrophes, acts of government, national emergencies, insurrections, riots, acts of war or Third Party industrial disputes ("Force Majeure Event"), each Party shall, for the duration of any such causes, be relieved of its obligations which are affected thereby, but the provisions of this Service Contract shall remain in full force with regards to the performance of the other obligations which are not affected by such a delay, interruption or suspension; provided however, in the event that a Force Majeure Event adversely affects the provision of End User Services to Customer, Orange shall immediately provide Customer with written notice specifying the nature and anticipated duration of the Force Majeure Event, and outlining its recovery plan and use its reasonable efforts to perform a work around solution in accordance with Customer's End User Services requirements as per time line notified to Customer in advance. Notwithstanding such notice, Customer reserves the right to terminate this Service Contract or any specific Order, in whole or in part, without liability, if such delay, interruption or suspension of End User Services are for more than 15 consecutive days.

11.6 Waiver.

The failure of either Party to insist upon the performance on any of the terms of this Service Contract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or of the future exercise of such right, but the obligation of the other Party with respect to such future performance shall continue in full force and effect.

11.7 Entire agreement.

This Service Contract, together with all Annexes attached hereto, which are incorporated herein by reference, and the Orders related to it, constitutes the entire agreement between the Parties with respect to the End User Services contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings between the Parties with respect to such matters. For the avoidance of doubt, Parties agree that any previous service contract (if any) for the Services entered into between the Parties will be superseded by this Service Contract and all current Orders placed under this previous service contract will become an integral part of this Service Contract as of the Effective Date.

The Service Contract contains the following Annexes:

Annex 1: Specific Conditions for End User Services

Annex 2: Roles and responsibilities;

Annex 3: [Intentionally left blank]

Annex 4: Service Description

11.8 Order of Precedence.

In the event of any conflict or inconsistency between the provisions of the Service Contract, the following order of precedence will apply:

- (1) these General Conditions;
- (2) the Annexes, except that specific terms in an Annex may prevail on the General Conditions if expressly indicated in such Annex;
- (3) the Order Forms, except that it may be the intention of the Parties to modify a specific condition contained in the General Terms or in its Annexes for an Order Form, in which case the Parties shall



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clearly make a reference to the Section amended, and such amendment shall only apply to such Order Form.

11.9 Relationship.

The relationship between the Parties is that of independent contractors and nothing contained in this Service Contract shall be considered so as to create any partnership, joint venture or similar relationship.

11.10 Third Party Beneficiaries.

Other than as expressly set out in this Service Contract, nothing in this Service Contract confers or purports to confer on any third Party any benefit or any right to enforce any term of this Service Contract.

11.11 Compliance with Laws; Trade Control Rules/Economic Sanctions Program.

The Parties will comply in all material respects with all telecommunications, data protection and other laws relating to the subject matter of this Service Contract.

The Parties, this Agreement and the activities under this Agreement must comply with the restrictions, bans, prohibitions or license/authorisation requirements on trade or finance under the laws and regulations of the United States, the European Union and its member states, and/or of the other relevant countries (collectively the "Trade Control Rules").

Customer represents and warrants that neither itself nor any of its Associated Person has been or is subject to any international trade or finance sanctions or embargoes, listed on any watch list, maintained for the purpose of enforcing international trade or finance sanctions or suspended, revoked, or denied its import and/or export capacities or privileges.

Customer will notify Orange immediately if it ceases to comply with the above representation and warranty at any time during the term of the Agreement. In such case, or if otherwise necessary in order to comply with any Trade Control Rules, Orange will be entitled, without liability to Customer, to immediately suspend or terminate any of its obligations, the affected services or the Agreement.

For the purpose of this Clause 11.11:

"Associated Person" means a natural person, company, corporation, firm, partnership, cooperative, association, government, state, statutory authority, foundation or trust, which or who is (a) an Affiliate of Customer, (b) an Owner of Customer, (c) a director or officer of Customer, (d) a subcontractor of Customer involved in the performance of this Agreement or (e) an other representative of Customer.

"Owner" means any persons who or which (a) own individually or jointly, directly or indirectly, at least 50% of the voting power of Customer or (b) possess individually or jointly, directly or indirectly, the power to direct or cause the direction of the management and policies of or with respect to Customer, whether through ownership of securities, by contract or otherwise.

11.12 Sub-contractors.

Orange will be entitled to sub-contract any of its obligations to a third party (each, a "Sub-Contractor"), except that:

- (a) it will not sub-contract any of its obligations to a third party which may be reasonably considered as a competitor of Customer without Customer's prior written consent, which shall not be unreasonably withheld.
- (b) Orange will be responsible for the acts and omission of any Sub-Contractor.
- (c) For the purpose of this Section 11.12, all TO receiving instructions from Orange to connect the Customer to the Network shall be considered as approved Sub-Contractors and no further consent



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shall be required from Customer. Orange will try to accommodate Customer requests to work with a specific TO.

11.13 Severance.

If any provision of this Service Contract is found invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected, and this Service Contract shall be deemed amended so as to eliminate the offending provision and make this Service Contract enforceable to the maximum extent possible. In such event, both Parties agree to use their best efforts to replace such offending provision with a fair, equitable, valid and enforceable one.

11.14 Operational representatives.

The following are the only officials authorized to represent Customer and Orange in matters pertaining to the administration and execution of their portion of this Service Contract. Either Party may add or substitute other officials for those named below by giving written notice to the other Party.

Customer's Operational representative: _____

Orange's Operational representative: _____

11.15 Processing and Transfer of Personal Data.

Each Party agrees that the other Party may process personal data (for example contact details) related to it or its authorised sub-contractors, in connection with this Service Contract (hereinafter "Data") for the purpose of this Service Contract and/or for purposes connected with the End User Services, consistent with and in accordance with applicable law and regulations. Each Party confirms that it has, or that it will obtain all necessary consent to such processing for the data subjects concerned and that it will inform data subject of their information or correction right, as may be required by applicable laws.



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11.16 No exclusivity of End User Services.

Customer reserves the right to conclude similar agreements for similar or other services in the same or other geographical areas, with other suppliers.

Made in as many original copies as there are Parties hereto, each Party acknowledging that it has received one copy.

This 29 apríla 2022 [PLEASE INCLUDE DATE]

Customer duly represented by:

Name: RNDr. Dušan Jurčák
Title: Mr.
Signature:

Orange duly represented by:

Name: Peter Buhl
Title: Executive Site Leader
Signature:



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ANNEX 1

SPECIFIC CONDITIONS FOR END USER SERVICES

1. ORDERING OF SERVICES

- 1.1 At Customer's request Orange will provide Customer with a quote for the End User Services. Such quote will be based on the information provided by Customer and will be valid during a period of 60 days as of the quote date. For the Business VPN Service, any Tail Circuit charges are budgetary, non-binding and subject to confirmation upon ordering of such Tail Circuit from the local TO. Furthermore, unless specifically requested, they will be based on the shortest path to Orange's nearest Point of Presence.
- 1.2 The provision of the End User Services to Customer is contingent upon entering into an Order for each End User Service. Orange may refuse to accept any Order, regardless of any quote, when it has reasonable doubts as to the creditworthiness of the Customer. Moreover, for Business VPN Services, Tail Circuit charges and availability may vary after Order acceptance, until the actual ordering by Orange of such Tail Circuit from the local TO. Any such changes will be reasonably discussed between both Parties and will give the Customer the right to terminate the Order without penalties. In relation to Select DSL Services ordered by Customer and accepted by Orange, in the event that the local DSL Partner notifies Orange, at any time up to and including the date of installation of the Select DSL Service, that the Select DSL Service cannot be delivered at the relevant Location, Orange shall be entitled to cancel the relevant Order without any penalties.
- 1.3 Accepted Orders shall not be revised. Should Orange accept to revise an accepted Order, such revision request shall be made or confirmed in writing by Customer, and Customer will be charged for all costs incurred by Orange in preparation of the initially requested End User Services and those incurred in revising the Order.
- 1.4 No termination of Orders will be permitted unless otherwise stated in the Service Contract or agreed in writing by the Parties, and will only be valid if Customer notifies Orange in writing of its intention to terminate.

2. PROVISION OF SERVICES – ORANGE'S OBLIGATIONS

- 2.1 Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify the Customer of the successful completion of the Acceptance Tests ("**Service Commencement Notice**"). Customer will be deemed to have accepted the End User Service on the date on which Orange issues such Service Commencement Notice for that Service, unless Customer notifies Orange in writing of a material fault in the Service within 3 days of receipt of the Service Commencement Notice. In such event, the above acceptance process will be repeated.
- 2.2 Orange will provide the End User Services as set forth in the Service Description as summarily described on SWIFT's website.
- 2.3 Orange will provide the End User Services to Customer in accordance with the relevant telecommunication and data protection laws then in effect in each country where the End User Services are provided.
- 2.4 Orange will maintain safeguards at least equivalent to those generally prevailing in the telecommunications industry against the destruction, loss or alteration of Customer data while such data is held in or being transmitted through the Network.

3. USE OF THE SERVICE - CUSTOMER'S OBLIGATIONS

- 3.1 Subject to Section 2.1 above, Customer and User will use all reasonable endeavours to accept the service at the Locations on the Target Date. Orange reserves the right to commence the Charges for any Services that are delayed due to Customer or User's breach of this obligation or if Customer or User is not in compliance with the physical requirements necessary for Service provisioning (e.g. maximum Allowance, power, ventilation) as of the Target Date, from the Target Date, subject to Section 5 regarding Tail Circuit and Software licences Charges.
- 3.2 Neither Customer -or- User will use the End User Services to transmit, distribute, disseminate, publish, or store any material that:
 - (a) is in violation of any applicable local, national, or international law or regulation;
 - (b) is defamatory, abusive, obscene, indecent, or harassing; or that threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any Party;



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- (c) violates the privacy of any Party as protected by applicable local, national, or international law or regulation; or
 - (d) to Customer's knowledge, contains software viruses, trojan horses, or any computer code, files, or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment.
- 3.3 If applicable, Customer nor User will use the End User Services to access any computer, network, or data without authorization or in a manner which exceeds authorization including, any attempt to:
- (a) retrieve, alter, or destroy data;
 - (b) probe, scan or test the vulnerability of a system or network; or
 - (c) breach or defeat system or network security, authentication, authorization, confidentiality, intrusion detection, monitoring, or other security measures.
- 3.4 Customer and User will indemnify and hold harmless Orange and its Affiliates from and against any and all Losses (except for Losses resulting from Orange's negligence) caused by or arising from any breach by Customer or Users of Sections 3.2 and 3.3.
- 3.5 Customer will not directly connect or allow the direct connection of any CPE provided as part of any End User Service to any other network without having received Orange's prior written approval. Any breach of this provision will be a material breach of the Service Contract.
- 3.6 Except as otherwise authorized under the Service Contract, Customer will not resell or otherwise make available the End User Services to any third party. Any breach of this provision is a material breach of the Service Contract.
- 3.7 With respect to Tail Circuits, Customer and Customer Users are responsible to ensure that the Allowance is of 50 feet/15 meters or less, unless Orange approves a greater distance in writing.

4. CPE

- 4.1 Orange warrants that it has the right to provide or procure the provision of CPE to Customer and Users and that Customer and Users will have the right to use CPE solely in connection with the End User Services for the Service Term of the relevant Order.
- 4.2 CPE will remain the sole and exclusive property of Orange, and neither Customer nor any User will obtain any property rights or interest in CPE.
- 4.3 The Parties will agree dates for the installation and connection of CPE and Orange will install and connect CPE at the Locations in accordance therewith.
- 4.4 Customer will provide all necessary assistance to enable Orange to complete the installation and connection of CPE. If Customer refuses to cooperate, Orange shall be entitled to commence invoicing of all one off charges, as well as the monthly recurring charges for the CPE.
- 4.5 Customer will not sell, assign, sub-let, pledge or part with possession or control of CPE or any interest therein, nor move the CPE from the Location, and will keep CPE free from distress, liens or claims of lien.
- 4.6 Customer to the best of its ability will not and shall instruct its Users not to change, remove or obscure any labels, plates, insignia, lettering or other markings that Orange or the manufacturer has placed on CPE.
- 4.7 Customer will neither use CPE nor permit CPE to be used contrary to any law or any regulation for the time being in force.
- 4.8 Customer will ensure that proper environmental conditions, as recommended by Orange or CPE manufacturers, are maintained and that the exterior surfaces are kept clean and in good condition.
- 4.9 Customer will not make any modifications to CPE.
- 4.10 Upon termination of any Order or the Service Contract, Customer will surrender possession of CPE in good order, repair and condition, reasonable wear and tear excepted, to Orange.
- 4.11 Customer will allow Orange reasonable access to the Locations where CPE is to be installed or is installed for work related to the installation, inspection, maintenance, and de-installation of CPE, subject to Orange's compliance with the reasonable security procedures of Customer.
- 4.12 Customer will be liable for any loss or damage to the CPE beyond wear and tear, excluding any loss or damage to CPE that was the fault of Orange, its subcontractors or agents. In the event that the CPE is damaged or destroyed by Customer or any User, Customer will inform Orange within 2 days of such damage. If the CPE is not capable of repair, Customer agrees to pay Orange for the replacement value of such CPE at then current prices. If the CPE is capable of repair, Orange will repair the CPE and Customer agrees to pay for the cost of such repair within 30 days of the invoice.



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5. INVOICING.

All Charges will commence from the Date of Acceptance of the Service at a Location except that: (a) Tail Circuit Charges will commence from the date of installation of the Tail Circuit at a Location by the TO; (b) any Software license fees will commence from the date of delivery of the Software to Customer.

Customer will be solely responsible for any charges (including installation charges), fees, taxes and terms and conditions of service imposed by domestic and international TO's or third party access providers relating to the provision of Business VPN Services, including rate fluctuations in tariffs, communications charges and access charges that are composed or enacted by access suppliers after the Effective Date. If these changes result in additional charges to the Customer, Orange will provide the supporting documentation upon the Customer's request. Customer will be responsible for any gains or losses associated with fluctuations in the exchange rate or timing of payment where access charges are billed to Orange by the TO's or access providers in a currency other than the currency in which such charges are paid to Orange by Customer under this Service Contract.

6. CHANGE IMPLEMENTATION.

In the event that Customer requests network or operational changes, Orange will charge a change management fee as set forth in the Order Form relating to the change, in addition to the actual charges for the Service.

7. RESERVATION OF RIGHTS.

Orange reserves the right to control, direct, and establish procedures for the use of the End User Services and Customer agrees to follow these procedures. Orange also reserves the right to make operational changes to the End User Services as it may require in its sole discretion, but these will not adversely affect the End User Services, nor result in increased charges to Customer.

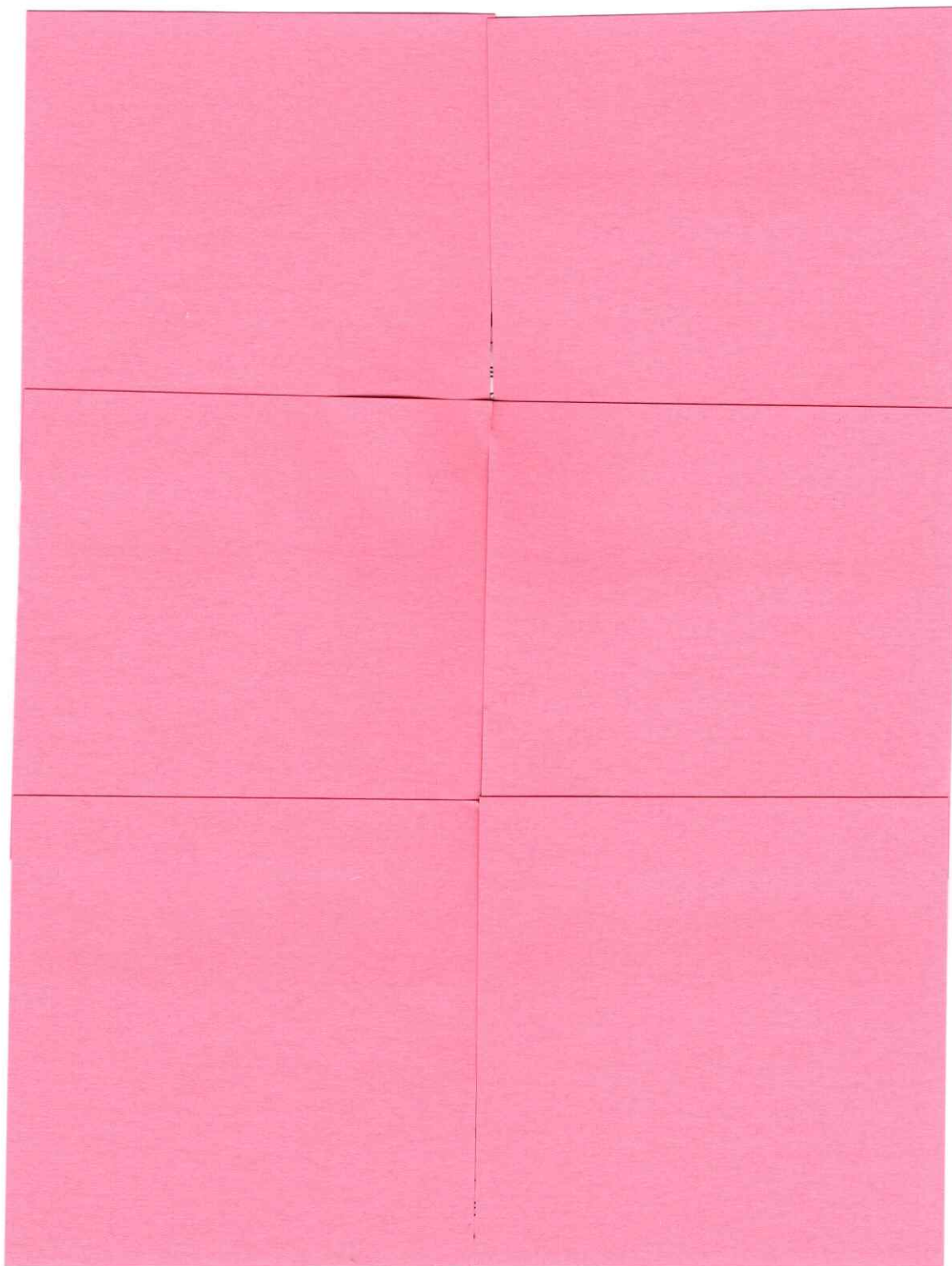
In the event that Orange is not able to provide the End User Service in the Territory due to regulatory circumstances within Orange's control, Orange will inform Customer of the reason(s) for not performing and will provide Customer with an alternative solution at equal or similar costs.

If, however, Orange is not able to provide the End User Service in the Territory due to circumstances outside Orange's scope of control, Orange shall be entitled to suspend or discontinue the provision of the End User Services, by giving as much prior notice as is appropriate under the circumstances, without any termination charges or penalties being due. Furthermore, Orange will use all reasonable efforts to find an alternative and acceptable solution for provision of the End User Services to Customer including transition services.



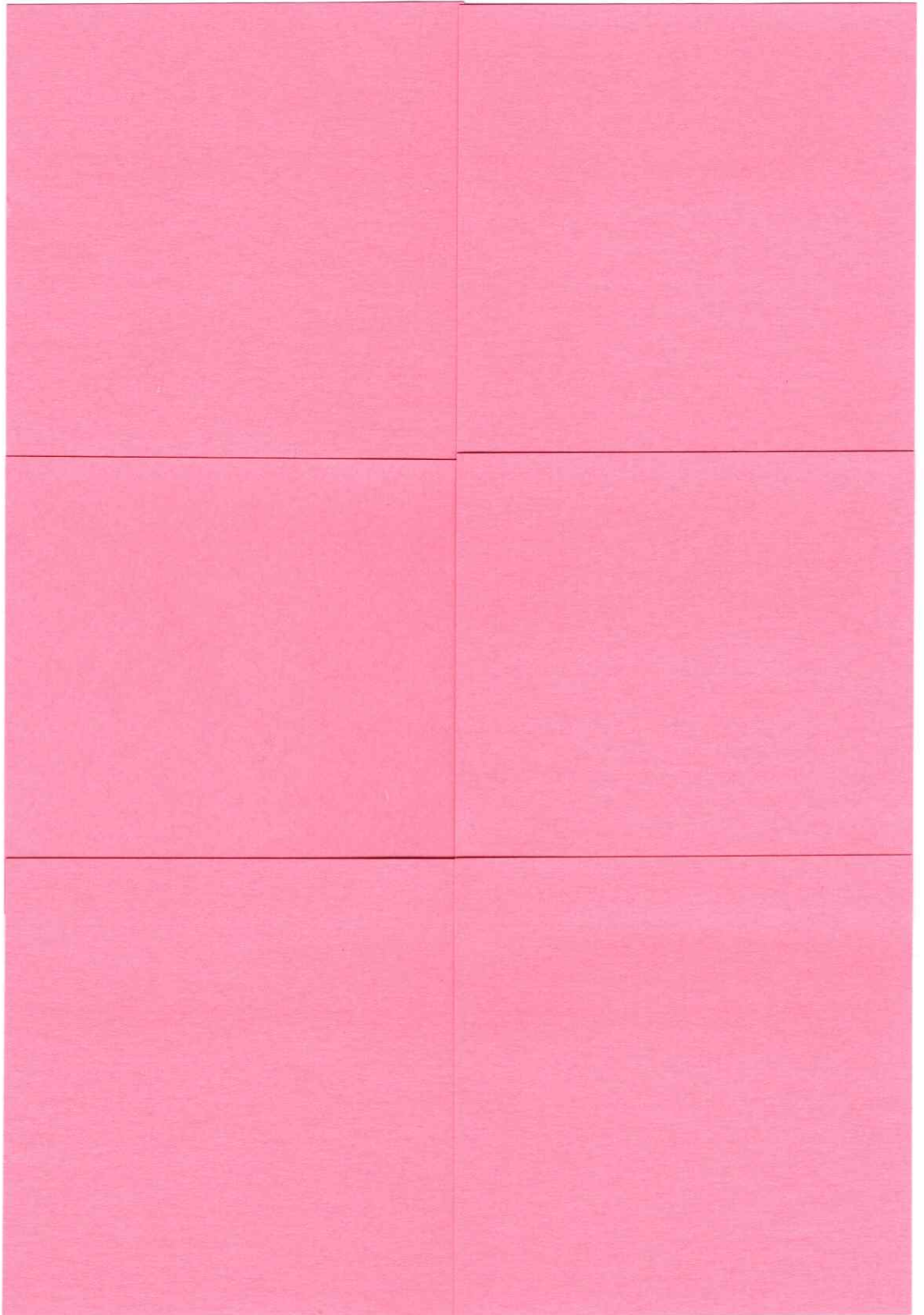
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ANNEX 2
ROLES AND RESPONSIBILITIES





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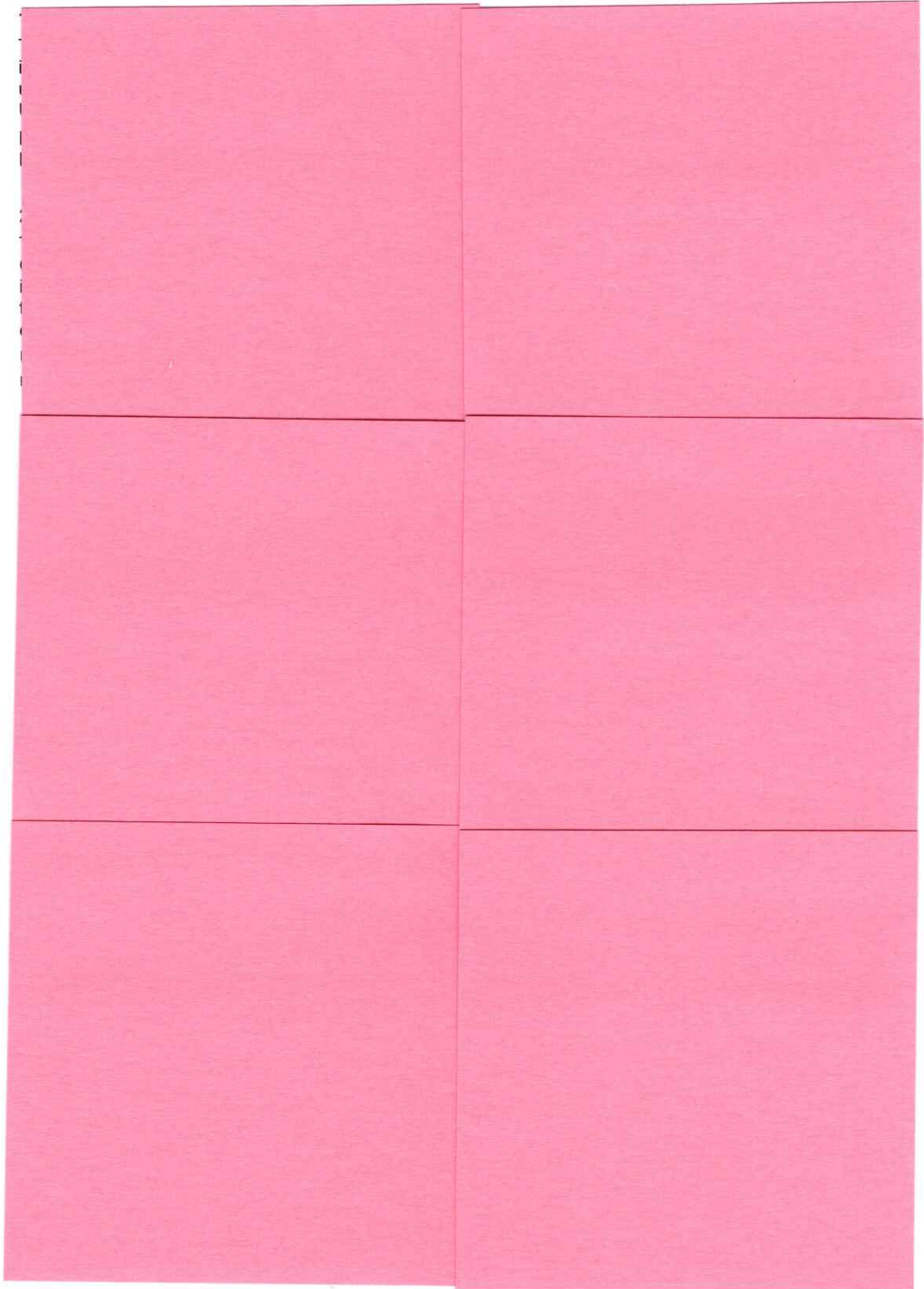
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ANNEX 4 Service Description





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