Terms of serverhosting services provision

The following terms and conditions govern the provision of serverhosting services. These Terms are valid only as an integral part of the General Contractual Terms.

I. Serverhosting services

1) The Provider shall ensure the operation of the selected serverhosting service (Virtual server, Dedicated server or Housing) for the Customer based on the specifications of individual services based on the parameters of the serverhosting service, as specified on the Provider's website and based on specific agreed requirements that the Customer stated in the order and on which the Customer agreed with the Provider of the service. The conditions for provision of serverhosting services are governed particularly by the description of the service on the Provider's website for the particular variant of the service.

2) The Customer bears in mind that they are fully responsible for all of the information and contents stored on the server, is the administrator of this service and a provider of other services on the server and that in accordance with Act No. 480/2004 Coll. also a provider of a service consisting of storage of provided information

3) The Customer bears in mind and agrees that if the fees for ordered services are not paid in a proper and timely manner, they face the risk of punishment amounting to suspension of service by the Provider, and the Customer bears full liability for any damages or harm caused as a result of the Customer's conduct and subsequent disconnection from the service.

4) The Customer bears in mind and agrees that the Provider is not in any way responsible for and does not bear responsibility for technical or other problems caused by the operation of the server operating system and other applications. The Provider assumes no liability for damages arising for the Customer due to an unprofessional intervention or due to tampering with applications or with the entire server of the Customer. The Provider is not responsible for the occurrence of defects or breakdowns or for the inoperability of the service or any of its parts, if these defects or breakdowns occurred due to unprofessional handling or illegal interference by the Customer or by third parties.

5) As far as services using the aggregation system are concerned, the Provider does not guarantee the availability of full transfer speed once aggregation is applied. The application of the relevant aggregation ratio is not reason to withdraw from this Agreement.

6) The Provider reserves the right, in cases where there has been or is to be a provable change in the input costs of the service provided, to unilaterally adjust the price of the service provided proportionally during the term of the contract.

II. Virtual server

1) The Virtual server service enables the Customer to rent a part of a server owned by the Provider and run applications on this server supplied by the Provider based on a properly placed order of the selected type of Virtual server and other applications selected by the Customer that the Customer wishes to run on the internet and which the Customer places in space of their Virtual server. The running applications must not be in conflict with the Agreement or with valid legislation. The conditions for providing the Virtual server service are governed particularly by the description of the service on the Provider's website for the particular variant of the service.

2) The Customer alone is responsible for correct management and operation of applications selected and run under the Virtual server environment.

3) The Provider is not responsible for any loss or corruption of data stored on the Virtual server, regardless of the manner in which the data loss or corruption occurred.

4) For the purpose of software solution verification or a possible software licenses audit the Customer pledges to grant the Provider all necessary cooperation by allowing or upon the Provider's request performing installation and running of required tools and scripts on the Virtual server which will allow verification and checking of software in use on the server.

INTERNET CZ, a.s.
Ktiš 2, 384 03 Ktiš
IČO: 26043319

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www.forpsi.com
admin@forpsi.com
+420 38 38 35 35 3

III. Dedicated server

1) The Dedicated server service enables the Customer to rent the entire server (hardware) owned by the Provider and run applications on this server supplied by the Provider, or if requested and specified in a properly placed order, the Customer may also run other applications needed for the Customer's activities on the Internet, and which the Customer shall upload to the dedicated server by themselves.

2) The Customer alone is responsible for correct management and operation of applications selected and run under the Dedicated server environment, for monitoring of the Dedicated server's hardware and for data backup.

3) The Provider is not responsible for the management of the Dedicated server, monitoring of the Dedicated server's hardware, especially the RAID disk array, and the Customer's data backup.

4) The Provider is not responsible for any loss or corruption of data stored on the Dedicated server, regardless of the manner in which the data loss or corruption occurred.

5) Defects occurring on the hardware of the Dedicated server shall always be eliminated by the Provider upon the Customer's notification without needless delay.

6) For the purpose of software solution verification or a possible software licenses audit the Customer pledges to grant the Provider all necessary cooperation by allowing or upon the Provider's request performing installation and running of required tools and scripts on the Dedicated server which will allow verification and checking of software in use on the server.

IV. Housing

1) The Housing service enables the Customer to place at a designated space of the Provider and at previously specified location the Customer's own middle tower or rack type server and connect it to the network of the Provider using the connection method specified in the order. The Customer shall use their own applications and software on the server and which they want to run on the Internet. The running applications must not be in conflict with the Agreement or with valid legislation.

2) An inseparable part of the order of the Housing service is Operating Rules of Provider's server room, by which the Customer and persons authorized by the Customer are required to abide.

3) If the Customer discovers a defect on their own server, they shall have the right to repair it right at the facility of the Provider, or take the server off from the server room and then return the server back to its original location. However, the Provider reserves the right to be notified. The Customer is aware that interoperability of their own server does not give them any entitlement to compensation for the interruption of the service. The Customer is also aware that removal of their own server from the server facility does not mean that the Agreement is being terminated. The Customer bears in mind that if they ask employees of the Provider or employees of the sub-supplier of the Provider to perform repairs on the Customer's own server, the Customer will be charged according to the valid price list. This shall mainly include regular maintenance or actions etc.

4) The Customer is aware that the Provider is not responsible for hardware or software of the Customer, even in a situation when the Customer requires the Provider or its contractual partners to provide a service or action relevant to the Customer's hardware or software (for example, server restart, PC configuration, etc.).

5) The Customer is not allowed to perform any changes or modifications on the network telecommunication equipment, including the network endpoint and equipment operated and owned by the Provider or to interfere with this equipment or devices or to modify them or to move them from place to place. Failure to comply with the above-specified provisions shall be considered a serious violation of this Agreement and may become grounds for the Provider to withdraw immediately from this Agreement. The Provider shall also have the right to request reimbursement for all arising damages.

6) The Customer has also been made aware that if they do not fulfil any financial obligations (particularly agreed fees for ordered services or potential reimbursement of arising damages), the Provider shall be entitled to suspend provision of the service and impose on the Customer's server a retention right until all owed amounts for the agreed services are properly paid.

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Ktiš 2, 384 03 Ktiš   admin@forpsi.com
IČO: 26043319   +420 38 38 35 35 3

7) Equipment connected to or placed in the server room without the Provider's prior written consent will be disconnected immediately. Each piece of equipment has a pre-designated position for placement, which is labelled in the server room, and it is prohibited to place equipment in a position other than where it has been assigned. It is also prohibited to tamper with other servers (or equipment) located in the server room, including tampering with cables (with the exception of handling necessary for connection of a server or other equipment of the Customer to a pre-agreed position).

8) In the event of termination or ending of the Housing service, the Customer shall be required to retrieve their server no later than within 7 days after the contractual relationship ends. If the server is not retrieved by the specified deadline, the Customer will be billed storage fees based on the Provider's price list for every week that it remains in the facility. If the Customer does not retrieve the server within one year after the contractual relationship ends, the Customer agrees that the Provider shall be entitled to sell the server at the Customer's expense. From the proceeds from the sale, which the Provider is required to transfer to the Customer without needless delay, the Provider may deduct besides storage fees also costs incurred in connection with the sale. If the item cannot be sold after repeated attempts, the Customer agrees to the liquidation of the server at the Customer's expense.

V. Dedicated managed infrastructure

1) Dedicated managed infrastructure is a technical device consisting of one or more servers, network elements, software and possibly other technical devices used for the operation of Internet applications and data storage owned by the Provider, located in premises owned or used by the Provider and technically managed and maintained by the Provider, which is used by the Customer and on which the Customer runs its applications and stores its data and subsequently uses these applications and data for its needs and purposes. The configuration and technical specification of this equipment is specified in the Individual Contract.

2) The price for the service is determined individually on the basis of mutual agreement of the parties and is specified in the Technical Specification. The price agreed in the Technical Specification is determined as a regular monthly payment by the Customer to the Provider regardless of the actual scope of services provided or actually used. The price for the Services Provided consists of the amount of the Provider's fee as a fixed component of the price and the license fee paid by the Provider to the suppliers of such licenses. Only the total price shall be specified in the Technical Specification.

3) The contract is established and becomes valid and effective by signing the Technical Specification agreed between the Provider and the Customer, which must include at least the price, the subject of the service provided within the Infrastructure and the period for which the contract is concluded.

INTERNET CZ, a.s.   3   www.forpsi.com
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IČO: 26043319   +420 38 38 35 35 3