

GENERAL TERMS OF IT SERVICES AND REDUNDANT ENTERPRISE CLOUD INFRASTRUCTURE (RECI) IN POLCOM DATA CENTER (PDC)

§ 1

General provisions

1. The General Terms of IT Services and Redundant Enterprise Cloud Infrastructure (RECI) shall stipulate the general principles
2. The General Terms of IT Services can be found on POLCOM's website at: www.polcom.com.pl.

§ 2

Definitions

The terms below shall assume the following meaning:

1. POLCOM – Polcom S.A. located in Skawina (32-050) Krakowska 43, Registered in: Sąd Rejonowy dla Krakowa Śródmieścia w Krakowie, XI Wydział Gospodarczy Krajowego Rejestru Sądowego, KRS 0000417507, NIP 944-224-32-30, REGON 122 548 670.
2. The Terms – the terms included herein.
3. Terms of Service – Cloud Infrastructure Service Terms, Colocation Service Rules, RECI Service Terms, Cloud Computing Terms and other terms of individual types of IT Services.
4. IT Services – services which are defined in detail in the Terms of Service or in the Contract.
5. The Contract – an IT services contract concluded by POLCOM.
6. The Counterparty – the other party to the Contract.
7. The Data – any information which is in any form provided to POLCOM in reference to the Contract.

§ 3

The scope and modification of the Terms

1. The Terms shall be an integral part of every Contract.
2. Provisions of the Terms shall be explicitly applied to all the Contracts.
3. Extending or limiting the application of individual provisions of the Terms shall be included in the Contract.
4. The scope of the extension or limitation of individual provisions of the Terms shall be expressly set out in a given Contract and shall be applicable to the scope of a given Contract.

§ 4

Contract execution

1. The Contracts shall be executed in writing to be valid.
2. The Terms and appropriate Terms of Service shall be an integral part of every Contract.
3. The use of the IT Service shall be tantamount with the approval of the Terms and Terms of Service – appropriate to provide IT Services.
4. The Counterparty shall execute the Contract at its own economic risk. In no instance and in no way shall POLCOM bear liability for any consequences of the execution of the Contract by the Counterparty as well as the performance of the Contract by the Counterparty.

§ 5

Liability for law observance

1. The Counterparty shall be solely liable towards POLCOM and third parties for any and all direct and indirect consequences of any breach of law or principles of morality as well as for providing POLCOM with the Data directly or indirectly – including, but not without limitation:
 - a. combating terrorism
 - b. money laundering
 - c. tax avoidance
 - d. protection of personal data
 - e. protection of State and professional secrecy
 - f. legal protection of protected third party's rights
 - g. protection resulting from copyright or patent law
 - h. placing contents forbidden by law
 - i. sharing contents forbidden by law
 - j. placing contents infringing the rights and/or interest of third parties.
2. Liability of the Counterparty shall involve the liability for any entities which execute the Counterparty's
3. If the Counterparty breaches the law, upon the first written call of POLCOM and on its own and at its own expense, the Counterparty shall undertake to:
 - a. take effective actions in order to remove the breach,
 - b. effectively remove any and all consequences of the breach of law,
 - c. release POLCOM from any liability towards any third parties in the scope resulting from the breach of law.
4. Upon the execution of the Contract as well as during the term of the Contract, the Counterparty shall unconditionally provide POLCOM with any information necessary to perform the Contract by POLCOM properly, including performing by POLCOM the Contract in respect of unconditionally binding regulations and legally protected interest, entitlements and individual rights of third parties.

§ 6

Sharing Data and IT Services

1. POLCOM shall share the Data and provide access to the IT Services exclusively to the Counterparty and entities authorised by the Counterparty – pursuant to the scope and provisions of the Contract.
2. The obligation to provide the Data to the authorised bodies as well as the circumstances and mode of providing the Data to the authorised bodies shall be governed by the legislation.

§ 7

Suspension of IT Services

1. POLCOM shall have the right to refrain from performing the Contract by suspending the IT Services provided to the Counterparty if the Counterparty fails to correctly fulfil the obligations arising from the Contract.
2. The IT Services provided to the Counterparty may be suspended also under a decision of an authorised body in the circumstances and mode stipulated by the legislation.
3. The service provided under the Agreement with the Contractor is not a universal service as defined in the Telecommunications Act (Journal of Laws of 2016.1489) and is not subject to restrictions on suspension or cessation of service.

§ 8

Due diligence

1. POLCOM shall undertake to make every effort in accordance with the highest level of professional knowledge in order to provide the Counterparty with proper access to the IT Service within the scope arising from the Contract.
2. The execution of the Contract shall not mean that POLCOM guarantees the access to the Data and IT Services.
3. Detailed obligations of POLCOM shall be stipulated in the Terms of Service.

§ 9

Accounts

1. Prices for the IT Services which are binding under a given Contract shall be included in the Contract.
2. Payment dates for the IT Services which are binding under a given Contract shall be included in the Contract.
3. If the Contract does not specify the payment date, an invoice shall be paid within 7 days from the end of a billing period.
4. All prices are net figures, i.e. do not include value-added tax, which is calculated in each invoice pursuant to the binding regulations.
5. POLCOM shall be entitled to change prices of services provided under the agreement every 12 months by the price index of industrial output sold on an annual basis (the so-called "analogical period of the preceding year") published by the Central Statistical Office for the last month preceding a given settlement period.

§ 10

Complaints

1. The Counterparty shall submit the complaint to the e-mail address: helpdesk@polcom.com.pl.
2. Only persons included in the access list specified in the Annex to the Agreement and indicated in the Agreement as responsible for financial settlements (payments) shall be authorized to submit a complaint on behalf of the Counterparty.
3. The process of complaint handling by Polcom shall be commenced immediately after receiving the notification.
4. A complaint shall be considered within 14 days.

§ 11

Invoices

1. POLCOM shall issue invoices for billing periods indicated in the Contract.
2. Unless the Contract provides otherwise, a billing period shall be equal to a calendar month.
3. Invoices shall be delivered by POLCOM to the correspondence address indicated in the Contract.

§ 11

Addresses

1. Any correspondence related to the Contract shall be delivered to POLCOM at: Polcom. ul. Krakowska 43, 32-050 Skawina.
2. A correspondence address of the Counterparty shall be indicated in the Contract. POLCOM and the Counterparty shall undertake to notify each other in writing about changes in their addresses, while mail sent to the previous address shall be deemed served 7 days after posting it by registered mail.

§ 12

Protection of personal data

GENERAL TERMS OF IT SERVICES AND REDUNDANT ENTERPRISE CLOUD INFRASTRUCTURE (REC)
IN POLCOM DATA CENTER (PDC)

1. POLCOM shall process personal data of its Counterparties in respect of the principles set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 - also known as the General Data Protection Regulation (GDPR) and Act of 18 July 2002 on Rendering Electronic Services (Journal of Laws of 2002, no. 144, item 1204, as amended) exclusively to fulfil the contractual obligations, which the Counterparty voluntarily agrees to by executing the Contract.
2. Under the law, the Counterparty concerned shall have the right to access its personal data and modify them.

§ 13

Term of the Contract

1. The term of the Contract shall be stipulated in the Contract.
2. Unless the Contract provides otherwise, the Contract shall be deemed to be executed for an indefinite
3. period of time.
4. Each party shall have the right to terminate the Contract by notice.
5. The notice period applicable to the Contract shall be stipulated in the Contract.
6. Unless the Contract provides otherwise, a 1-month notice period shall apply for termination by POLCOM
7. and a 1-month notice period - for the Counterparty.
8. The notice period shall elapse on the last day of a calendar month.

§ 14

Data deletion

1. POLCOM shall not be obliged to keep the Data outside the term of the Contract.
2. In the case of expiration or termination of the Contract, POLCOM shall forthwith delete the Data from its resources.

§ 15

Excluding the assignment of rights and obligations

1. The assignment of the rights and obligations arising from the Contract without prior written consent of the other party shall be excluded.

§ 16

Excluding deductions

1. Unless the parties agree otherwise, any deductions of cash receivables from the Contract shall be made in writing and upon the other party's written consent to be valid.

§ 17

Settlement of disputes

1. POLCOM and the Counterparty shall make their efforts to dissolve any disputes arising in connection with the Contract amicably.
2. In the event of not reaching a consensus, any disputes shall be dissolved by courts of general jurisdiction with territorial jurisdiction over POLCOM's registered office.

§ 18

Miscellaneous and final provisions

GENERAL TERMS OF IT SERVICES AND REDUNDANT ENTERPRISE CLOUD INFRASTRUCTURE (REC)
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1. Polish shall be the governing language of the Terms. Any legal relations of POLCOM shall be governed by Polish law. To the matters not provided for or not fully provided for by the Terms, provisions of Polish law, including the Civil Code, shall be applicable.