



# General Purchase Terms

## 1.

### Scope and validity

- 1.1. These General Purchase Terms (hereinafter "**GPT**") regulate the legal relationships between the Supplier and the company Orange Slovensko, a.s. with registered office at Metodova 8, 821 08 Bratislava, ID No: 35 697 270, VAT No.: SK 2020310578 registered in the Commercial Register of the District Court Bratislava I, section Sa, file No.: 1142 / B (hereinafter "**ORANGE**") in connection with the supply of goods and services.
- 1.2. These GPT take precedence over any provisions and general terms and conditions agreed upon in the past as well as over possible general conditions of the Supplier (including license conditions of the Supplier). For the avoidance of doubts, taking over of the Deliverables by the company ORANGE does not mean the acceptance of the general terms and conditions of the Supplier by the company ORANGE.
- 1.3. In case there is a written contract concluded for the Deliverable between the Supplier and the company ORANGE, such contract and its provisions take precedence over the GPT, as well as the standard terms and conditions of the Supplier and the provisions of these GPT shall be used as subsidiary. The above mentioned is fully applied also to the written Confidentiality Agreement concluded between the Supplier and the company ORANGE.

## 2.

### Definitions

**"Deliverables"** mean goods and/or services provided by the Supplier, listed in the Purchase Order issued by the company ORANGE.

**"Contractual Price"** means the price specified in Article 10 of these GPT. The Contractual Price does not include the value added tax (VAT) applicable pursuant to the applicable legislation of the Slovak Republic.

**"Place of Delivery"** and **"Date of Delivery"** mean the place and date specified in the Purchase Order as the place and date of delivery of the Deliverables.

**"Offer"** means the Supplier's response to the requirements of the company ORANGE contained in the Request for Offer.

**"Purchase Order"** means the order of the company ORANGE for the delivery of the Deliverables.

**"Request for Offer"** means a formal call for submitting an Offer sent by the company ORANGE to the Supplier.

**"Specification"** means a description of the requirements for the Deliverables contained in the Request for Offer and Purchase Order.

**"Supplier"** means the supplier of the Deliverables.

## 3.

### Request for Offer and Offer

- 3.1. By sending the Request for Offer the company ORANGE requests the Supplier to submit its Offer, i.e. the conditions for the delivery of Deliverables specified in the Request for Offer. The Supplier is obliged to send the Offer to the company ORANGE without delay, and the Offer shall include, in particular, (i) the data of the Supplier's contact person; (ii) a detailed Specification of the Deliverables, (iii) Place and Date of Delivery of the Deliverables (iv) Contractual Price. At the request of the company ORANGE, the Supplier shall provide consultations to the Offer or free training within the scope determined by the company ORANGE. In the case of a requirement of the company ORANGE, the Supplier shall complement and/or modify and/or extend its Offer so that it reflects the additional requirements of the company ORANGE. For the avoidance of any doubt, if the Supplier in accordance with the previous sentence submits several Offers to the company ORANGE for identical Deliverables, the Offer referred to in the Purchase Order and enclosed to the Purchase Order shall be the decisive and binding Offer (i.e. such Offer is the final Offer). The costs of the preparation of the Offer, possible consultations, modification/complementing/extension of the Offer, samples, technical specifications, as well as the delivery of the samples by the Supplier shall be borne by the Supplier in full, regardless of whether a Purchase Order of the company ORANGE is linked to the concerned Offer. The Supplier shall submit its Offer in writing by a letter or e-mail. If the Offer (including the relevant documentation) prepared by the Supplier may be considered a work under the Copyright Act, in accordance with the relevant provisions of the Copyright Act the Supplier grants a consent to the company ORANGE to use the Offer (including the relevant documentation) for the purpose of the scope of business of the company ORANGE as well as for internal purposes. The company ORANGE shall be entitled also to reproduce, process and adapt the Offer (including the relevant documentation) and freely modify it and adapt according to its needs itself as well as via third parties. Such a license is granted as non-exclusive, for the duration of the copyright in an unlimited range and free of charge, with the right of the company ORANGE to grant a sublicense in its scope. The Supplier also acknowledges that such use of the Offer is not in breach of the Confidentiality Agreement concluded between the company ORANGE and the Supplier and gives its explicit consent to such use of the Offer.
- 3.2. The Supplier will explicitly specify in its Offer to what extent the Offer is different from the requirements contained in the Request for Offer of the company ORANGE.

- 3.3. During the entire period of cooperation with the company ORANGE the Supplier is obliged to notify the company ORANGE without delay of any potential risks and inappropriate nature of the requirements or instructions of the company ORANGE related to the performance under these GPT. The provisions of § 551 of the Commercial Code shall apply adequately.

#### **4. Ordering procedure**

- 4.1. In the event that the company ORANGE accepts the Supplier's Offer the company ORANGE is entitled to send a Purchase Order to the Supplier. Sending of a Purchase Order is only an explicit right, not an obligation of the company ORANGE and the company ORANGE is free to decide whether it uses this right or not. However, in case the Purchase Order has been sent, the Supplier is obliged to confirm the Purchase Order and deliver the Deliverables in accordance with the conditions specified in these GPT. If the Supplier starts to execute any work with reference to the Offer before the delivery of the Purchase Order and if eventually the Deliverables are not ordered, the costs of such work done shall be borne entirely by the Supplier.
- 4.2. In the event that the company ORANGE decides not to send the Purchase Order to the Supplier, the company ORANGE is not obliged to give reasons for its decision.
- 4.3. In case of differences between the content of the Purchase Order and these GPT, the regulation agreed in the Purchase Order takes precedence over the regulation agreed in the GPT.
- 4.4. The Purchase Order is valid, provided it was sent in a written form (email). By the Supplier's confirmation of the Purchase Order, the Purchase Order is considered to be legally binding for the Supplier, and the Supplier undertakes to confirm the Purchase Order no later than within two (2) working days of its dispatch by the company ORANGE. The final Offer of the Supplier is enclosed to the Purchase Order in accordance with section 3.1. of these GPT, to which the Purchase Order refers.
- 4.5. The Purchase Order is considered as accepted by the Supplier's signature and subsequent sending to the contact person in the company ORANGE. Also the confirmation by electronic mail from the contact person of the Supplier sent to the contact person in the company ORANGE is considered an equivalent form of the Purchase Order confirmation. By the confirmation of the Purchase Order the Supplier confirms that it has acquainted itself with the GPT and accepts them.

#### **5. Delivery**

- 5.1. The Supplier is obliged to deliver the Deliverables (i) on the Date of Delivery and to the Place of Delivery; (ii) in the quantity and quality specified in the Purchase Order; (iii) in compliance with the Specification

and these GPT. The Deliverables must be suitable for the intended use and purpose pursued by the company ORANGE, and at the same time they must be free of any defects (see also article 6 of these GPT).

- 5.2. The subject of these GPT is the commitment of the Supplier to ensure that the content of the Deliverables is in full compliance with the provisions of legal regulations in force in the Slovak Republic, the EU and the provisions of these GPT. For this purpose the Supplier undertakes to ensure that (i) the use of software, hardware, and technical or other procedures, by means of which the creation and operation of the agreed Deliverables is provided, and (ii) the operation of Deliverables itself is not in contradiction to the provisions of these GPT and the legislation in force, and that it does not interfere illegally with the rights or interests of other persons protected by the law.
- 5.3. Partial performance and delivery of the Deliverables is permitted only on the basis of a prior written consent of the company ORANGE or a previous requirement of the company ORANGE. The company ORANGE reserves the right to cancel the Purchase Order in part or fully if the Supplier delivers to the company ORANGE a partial performance without its written consent. In case of a delay of the Supplier with a partial supply of the Deliverables, the company ORANGE shall have the right to a contractual penalty pursuant to point 6.3 of these GPT for each day of the delay of the Supplier after the deadline for the partial performance. Any costs associated with such cancelled Purchase Order shall be fully borne by the Supplier.
- 5.4. The Supplier shall inform the company ORANGE about the progress of the work associated with the delivery of the Deliverables, whenever so requested by the company ORANGE. If it is assumed that the Deliverables cannot be delivered in due time, the Supplier shall immediately inform the company ORANGE and agree on another binding Date of Delivery, unless the company ORANGE agrees with the delivery of the Deliverables even after the agreed Date of Delivery. In the event that the company ORANGE is not interested in the performance after the Date of Delivery, the resulting situation is considered a delay of the Supplier. The agreement on a new substitute Date of Delivery shall not affect any rights of the company ORANGE resulting from the delay of the Supplier with a proper and timely delivery of the Deliverables to the company ORANGE. The company ORANGE is not obliged to grant a new extended delivery term to the Supplier and in the case of such delay of the Supplier it shall have the right to fully withdraw from the Purchase Order, including the partial fulfilment.
- 5.5. The Supplier undertakes to inform the company ORANGE about all technical and/or other innovations of the Deliverables that may become available to the Date of Delivery and make changes of the Deliverables which are necessary or advantageous for the company ORANGE free of charge, if so requested by the company ORANGE.

- 5.6. The Deliverables shall be deemed handed over on the date of the signature of an acceptance protocol by the company ORANGE (hereinafter referred to as the „Acceptance Protocol “), unless it is specified otherwise in the Purchase Order.
- 5.7. The Acceptance Protocol of the Supplier shall state the number and date of the Purchase Order and it shall include a description of the Deliverables. The company ORANGE shall sign the **Acceptance Protocol** provided that the Deliverables have been delivered free of defects and in full compliance with the provisions of the Request for Offer / Offer / Purchase Order and these GPT. For the avoidance of any doubt, in the case of inconsistencies between the particular documents relating to the delivery of the Deliverables, the regulation in the particular documents shall be decisive in the following order: (1.) Purchase Order, (2) final Offer in accordance with paragraph 3.1. of these GPT, (3) GPT, (4) Request for Offer, where the regulation in the Offer, GPT and Request for Offer is subsidiary (supportive) to the regulation in the Purchase Order; unless the Supplier and the company ORANGE have expressly agreed otherwise.
- 5.8. At the acceptance of the Deliverables the Supplier shall provide recommendations for tuning the performance of the systems on which the Deliverables are installed if asked to do so by the company ORANGE.
- 5.9. The Supplier shall be entitled to use a third person (sub-contractor) for the provision of the Deliverables (or a part thereof) only with a prior written consent of the company ORANGE. Such subcontractors shall meet high standards of the company ORANGE enshrined in these GPT and sign a written confidentiality commitment pursuant to Article 17 of these GPT. In its relationships with such third parties, the Supplier shall always act in its own name and on its own account. The Supplier shall be responsible for all acts or omissions of third parties mentioned above, especially for delays and defects to the extent as if it acted alone.
- 5.10. The Supplier shall provide the agreed Deliverables to the company ORANGE through people who have necessary skills for their provision.
- 5.11. If the company ORANGE is not satisfied with the timeliness, completeness or quality of the supply and provision of the Deliverables by any person on behalf of the Supplier, it shall be entitled to request a replacement of such a person by a more qualified individual, while the Supplier is obliged to comply with this request within 5 working days after the requirement to replace the person has been sent.
- 5.12. Unless agreed in the Purchase Order otherwise, the delivery term DDP Incoterms 2010 to the Place of Delivery shall apply for the purpose of delivery of the Deliverables.
- 6.2. The Place of Delivery and Date of Delivery specified in the Purchase Order are binding. The Date of Delivery shall be considered as met, if the Supplier has delivered the Deliverable to the contact person in the company ORANGE before the agreed Date of Delivery in accordance with these GPT. The Supplier is in delay (i) if it fails to deliver the Deliverables to the Place of Delivery on the Date of Delivery, (ii) if it has not delivered the Deliverables properly, without any defects and (iii) if it has failed to deliver the Deliverables in accordance with the provisions of these GPT.
- 6.3. If the Supplier is in delay, the company ORANGE may ask for an immediate fulfilment of the Purchase Order or it may cancel the Purchase Order, and this shall not affect any of its legal rights. The Supplier shall be responsible for all damages incurred by the company ORANGE due to the failure to deliver the Deliverables properly and in time. If the Deliverables have not been handed over by the Supplier in time, i.e. by the Date of Delivery and properly in compliance with these GPT, the company ORANGE shall be entitled to a contractual penalty in the amount of one percent (1%) of the Purchase Order value for each even started day of the delay and the entitlement of the company ORANGE to reimbursement of the damage shall not be affected by that. The payment of the contractual penalty shall not relieve the Supplier from the obligation to comply with these GPT and it shall not be set off against the entitlement of the company ORANGE to a reimbursement of the damage.
- 6.4. In case of any breach of the Supplier’s obligations under the Article 17. of GPT (Confidentiality Agreement) ORANGE shall be entitled to a contractual penalty of EUR 30,000 from the Supplier for any and such each breach. The payment of contractual penalty shall not relieve the Supplier of its duty to secrecy. The right of ORANGE for damage compensation remains unaffected.
- 6.5. In case of a breach of the Supplier’s obligation under Article 18. of these GPT (Use of logo, business name or trademark of ORANGE) the company ORANGE shall be entitled to a contractual fine in the amount of EUR 30,000 for each individual violation.
- 6.6. In case of breach of any of the Supplier’s obligation under the document SOH and FP 3 (as referred by point 22.1 of these GPT) by the Supplier, the company ORANGE is entitled to claim contractual penalty from the Supplier in the amount of EUR 5,000 for each and every breach of Supplier’s obligation under the document SOH and FP 3 by the Supplier.
- 6.7. In case of breach of any of the Supplier’s obligation (in the particular Article referred to as "Processor") under the Article 23. of these GPT (Agreement on Authorisation of Processor to Personal Data Processing) by the Supplier, the company ORANGE is

## 6.

### Breach of obligations

- 6.1. For the purposes of these GPT only Deliverables supplied in compliance with these GPT are considered

- entitled to claim contractual penalty from the Supplier in the amount of EUR 50,000 for each and every breach of Supplier's obligations under Article 23 of these GPT (Agreement on Authorisation of Processor to Personal Data Processing).
- 6.8. Contractual penalty shall be payable within 30 days upon receipt of contractual penalty request by the Supplier. Any penalty paid pursuant to these GPT shall be without prejudice to damages, which is to be reimbursed by the Supplier to the company ORANGE, i. e. ORANGE is entitled to claim the Supplier in any case for damages in full extent (including sanctions, fines and penalties imposed to ORANGE by the competent authorities).
  - 6.9. The company ORANGE is entitled anytime unilaterally set off due or undue contractual penalty already claimed from the Supplier with its existing or future debt to the Supplier following whatever contractual relation between ORANGE and the Supplier.
  - 6.10. If the company ORANGE is in delay with the payment of an invoice according to these GPT the Supplier shall be entitled to a late-payment interest in the amount of 0.04% of the outstanding amount for each even started day of the delay, however maximum up to the amount of 20% of the invoiced amount.

## 7. Acceptance and taking over of the Deliverables

- 7.1. After receiving the Deliverables the company ORANGE shall examine and test them within a reasonable period and shall immediately inform the Supplier whether it accepts them (signing of the Acceptance Protocol), or refuses them.
- 7.2. If the company ORANGE finds that any of the Deliverables is defective, it may provide a reasonable period to the Supplier to remedy and correct the defect, but not more than 14 days. The Supplier is obliged to repair and remove the defect in the determined time at its own expense.
- 7.3. If the Supplier fails to repair or remove the defect within the prescribed period, or if the company ORANGE in accordance with paragraph 7.2 of these GPT does not provide an alternative period to the Supplier, the company ORANGE shall be entitled at its own discretion, in particular:
  - a. to insist on the fulfilment of the Purchase Order and claim for damages and contractual penalty as per paragraph 6.3. of these GPT (if the Supplier fails to do so, the letter c) below shall be applied);
  - b. to require a replacement of the defective Deliverables by new ones within a new time limit set by the company ORANGE (if the Supplier fails to do so, the letter c) below shall be applied);
  - c. to refuse to accept the defective part or defective parts of the Deliverables, withdraw from the Purchase Order or a part of it, and to claim a contractual penalty in accordance with paragraph 6.3 of these GPT and a reimbursement of the damage.
- 7.4. The company ORANGE has also the right at the risk and expense of the Supplier to correct and/or remove the defects of the Deliverables itself, or replenish the Deliverables, or to entrust a third party of their choice with this task at the risk and expense of the Supplier. In this case the Supplier is obliged to provide the company ORANGE and/or a third party with all necessary assistance, in particular, to deliver to the company ORANGE all documents needed for this purpose.
- 7.5. In the event, that only a part of the delivered Deliverables is defective, the company ORANGE may decide whether it takes over only those parts, which are free of defects. As regards the defective Deliverables the Supplier shall proceed in accordance with paragraphs 7.2 to 7.4 points of these GPT.
- 7.6. In case of a cancellation of the Purchase Order by the company ORANGE due to the defects of the Deliverables, any Supplier's expense for the production and delivery of Deliverables shall be borne by the Supplier. The company ORANGE is obliged to pay only the Contractual Price of the Deliverables duly delivered, the delivery of which is confirmed by the signature of the Acceptance Protocol in accordance with paragraph 5.6. of the GPT (i.e. even a part of the Contractual Price).
- 7.7. The Supplier undertakes to hand over to the company ORANGE, together with the Deliverables all the documentation relating to the Deliverables or belonging to the Deliverables, free of charge. For the purposes of these GPT the documentation shall mean, in particular, but not exclusively, the documentation of the SW package including the license terms, technical, installation, operation, and user guide, a description of the proposed solution, specification for the environment, an author's guide/operation manual including guarantee certificates, technical specification, procedure for removing defects, acceptance protocol, protocol/book of the executed tests, training materials. Regardless of any limitations pursuant to the relevant provisions relating to intellectual property rights and confidentiality obligation on the basis of these GPT, the company ORANGE shall always be entitled to publish and/or provide the documentation drawn up by the Supplier in connection with the fulfilment of the Purchase Order, in particular, but not exclusively, the documentation specified in paragraph 7.7 of this article of the GPT to any third party at its sole discretion, free of charge. The Supplier hereby declares and undertakes that the disclosure or provision of the documentation does not violate any patent rights or other intellectual property rights of a third party. If any part of the documentation is considered to be an intellectual property, by confirming the Purchase Order the Supplier grants to the company ORANGE an unrestricted right to use, copy, create back-up copies, disclose, modify, and sub-license the concerned intellectual property right to third parties, and to assign such right to third parties, for which the Supplier grants its consent by the Purchase Order confirmation. Any relevant fee or remuneration are included in the Contractual Price in accordance with

these GPT. In accordance with this paragraph of GPT the supplier grants to the company ORANGE all rights under this Article of the GPT (i) in an unlimited territorial and (ii) in an unlimited material scope, and (iii) for the time of duration of property rights to the work, pursuant to section 32 of the Copyright Act (independently of the validity and effectiveness of the Licence Agreement and/or the Purchase Order).

## 8.

### **The right to use the Deliverables and the transition of the risk of damage**

The right to use the Deliverables and the risk of a damage to them shall pass on the company ORANGE at the moment of the acceptance of the Deliverables in accordance with articles 5 and 7 of these GPT by the company ORANGE.

## 9.

### **Changes of the Deliverables**

- 9.1. The company ORANGE shall have the right at any time prior to the signing of the Acceptance Protocol to require any changes or extension of the Deliverables in comparison with the Specification contained in the Offer and/or Purchase Order. The Supplier undertakes to draw up in writing (including by email) an Offer to carry out the changes or a new Offer for Deliverables within 5 working days after having received the mentioned request. In the response, the Supplier undertakes to inform the company ORANGE about whether the proposed changes are possible and what effects they will have on the Purchase Order (especially on the Date of Delivery and the Contractual Price). The company ORANGE shall have the right to accept the changed or new Offer (in the form of a new Purchase Order), or require an additional modification, or repeal the requirement for the change.

## 10.

### **Prices**

- 10.1. The supplier shall be entitled to invoice the company ORANGE only for Deliverables ordered in advance, delivered and accepted.
- 10.2. The prices specified in the Purchase Order are maximum and final and include all expenses of the Supplier related to the delivery of the Deliverables and fulfilment of its obligations under these GPT, as well as any royalties and fees for each additional use of the Deliverables pursuant to the Copyright Act and in accordance with articles 15 and 16 of these GPT.
- 10.3. A change of the Contractual Price shall be possible only if it is mutually agreed and confirmed in writing by the Supplier and the company ORANGE.
- 10.4. All the prices are determined taking into account the delivery terms referred to in paragraph 5.12 of these GPT, they are payable in the currency specified in the Purchase Order and they include all the costs of the Supplier associated with a proper fulfilment of its obligations under the Purchase Order. The Con-

tractual Price shall include, in particular, the costs of packaging, transport (in accordance with the relevant terms of Incoterms 2010), insurance, installation, any other expenses, license fees, if any, and all administrative fees with the exception of the value added tax or similar indirect taxes.

- 10.5. In the case where the parent company of the company ORANGE and/or any other entity belonging to the Group of ORANGE and/or if the company ORANGE enters into a contract for corporate sourcing or any other contract entrenching more favourable terms for the company ORANGE (in particular in relation to the prices, guarantee, etc.) for the Deliverables with the parent company of the Supplier and/or any other entity belonging to the Group of the Supplier, the Supplier undertakes to change the Offer so that it reflects these more favourable conditions within 10 days of the receipt of a written call from the company ORANGE. Consequently the company ORANGE shall have the right to send to the Supplier a Purchase Order with reference to such modified Offer, while other provisions of the GPT shall be applied adequately. The Supplier shall also be entitled to charge the company ORANGE only for the Contractual Price for the Deliverables taking into account such more favourable terms and the company ORANGE shall pay only the Contractual Price for Deliverables, taking into account these more favourable conditions. In the case where the Supplier issues an invoice for the company ORANGE not taking into account these more favourable conditions already at the time of their agreement/existence – this shall establish unjust enrichment of the Supplier and the company ORANGE shall be entitled to claim it.

## 11.

### **Permits and import certificates**

The Supplier shall be obliged to obtain all necessary permits and import certificates necessary for the proper compliance with these GPT, at its own expense.

## 12.

### **Invoicing, payments, taxes**

- 12.1. Unless the company ORANGE and the Supplier have agreed otherwise in writing, the Supplier shall be entitled to issue an invoice for the company ORANGE for the Deliverables only after their final acceptance by the company ORANGE and the signing of the Acceptance Protocol.
- 12.2. All invoices shall be addressed to:  
ORANGE Slovensko, a.s.  
Department of Accounts Payable  
Metodova 8  
821 08 Bratislava  
Slovak Republic  
and at the same time by mail to the address:  
accounts.payable@orange.sk  
In order to avoid doubts the invoices shall be due within sixty (60) days from the delivery of the original of the invoice by post to the company ORANGE.

- 12.3. The invoice shall contain all the particulars of a tax document pursuant to applicable legal regulations on the date of its issue, including the VAT number of the Supplier and the company ORANGE (in the event that they are VAT payers), the number and date of issue of the Purchase Order, the delivered Deliverables, where appropriate also the determination of their parts and serial numbers, description, quantity and weight.
- 12.4. The invoices for the Deliverables shall be due within 60 days after their delivery to the company ORANGE. In the event that the invoice is not issued correctly, the company ORANGE shall inform the Supplier about it and the Supplier is obliged immediately to issue a new invoice, which meets all the necessary particulars in accordance with the applicable legislation and in accordance with the provisions of these GPT. The maturity of this newly issued invoice of 60 days shall start to run from the date of its delivery to the company ORANGE.
- 12.5. For the avoidance of doubt, any payment made by the company ORANGE to the Supplier shall not be considered an implied acceptance of the Deliverables and/or demonstration of the fact that the Deliverables comply with the Purchase Order and these GPT or that there are no defects on them.
- 12.6. The obligation of the company ORANGE to pay any amounts due on the basis of the Purchase Order shall be deemed fulfilled on the day when the account of the company ORANGE is debited with the concerned amount.
- 12.7. For the purposes of any bank charges SHA shall be applied, i.e. the payer shall bear the fees of its bank and the recipient shall bear the fees of its banks
- Tax provisions in the event that the Supplier is a tax resident of Slovakia:**
- 12.8. In the event that the company ORANGE is obliged to pay the value added tax, which is considered to be outstanding pursuant to the provisions of § 69b of Act No. 222/2004 on value added tax, as amended (hereinafter referred to as "**the Act**"), for which the company ORANGE is liable pursuant to the provisions of § 69 b of the Act, the company ORANGE shall be entitled
- to request from the Supplier the payment of the financial claim in the amount of the tax liability imposed on the company ORANGE under the provision of § 69b of the Act (hereinafter referred to as "**outstanding tax**") and that immediately after having received the call of the company ORANGE to do so, or
  - to set off the amount of the outstanding tax unilaterally against its existing or future liabilities to the Supplier from any existing contractual relationship with it.
- 12.9. At the same time, in addition to its right according to paragraph 12.8 of GPT the company ORANGE shall be entitled to require from the Supplier the payment of a financial claim in the amount of 10% of the outstanding tax in the event that there arises an obligation of the company ORANGE referred to in paragraph 12.8. of GPT.
- 12.10. In the event that for whatever reasons mentioned in this article the company ORANGE suffers a damage the amount of which exceeds the sum paid by the Supplier in respect of the contractual penalty, the company ORANGE shall be entitled to reimbursement of such damage.
- 12.11. In the event that the tax authority returns the outstanding tax to the company ORANGE due to the payment of this tax directly by the Supplier, the company ORANGE is obliged to return the performance received from the Supplier according to paragraph 12.8. of the GPT, or pay to the Supplier its due liability, which was set off against the claim of the company ORANGE in respect of the outstanding tax.
- 12.12. The Supplier is obliged, upon request, at any time, to submit to the company ORANGE a certificate issued by the tax administrator that it does not have any tax arrears, and the confirmation shall not be older than 1 month.
- 12.13. The company ORANGE shall have the right to cancel the Purchase Order at any time after the publication of the Supplier in the registry defined below, and that with effect on the date of delivery of a written cancellation.
- 12.14. In the event that the Supplier was or will be included in the registry of persons, with whom there occurred reasons for a repeal of registration pursuant to the provision of § 81 (4) (b) of the second paragraph of the Act by the Financial Headquarters of the Slovak Republic (hereinafter referred to as "**the registry**"), the company ORANGE shall be entitled:
- a) to ask the Supplier to pay to the account of the company ORANGE a collateral for VAT in the amount of corresponding to the amount of the VAT determined according to the Purchase Order, or
  - b) in the case of an Purchase Order already sent, to accept the Deliverables and pay to the Supplier a reasonable portion of the price of the accepted Deliverables minus the amount corresponding to the value added tax (hereinafter referred to as "**retention**").
- The collateral or retention according to this paragraph shall be paid to the Supplier within 30 days from the date of proved payment of the value added tax, which the Supplier was obliged to pay on the Contractual Price of the Deliverables received from the company ORANGE on the basis of the sent Purchase Order.
- 12.15. In the event of a publication of the Supplier in the registry after the Purchase Order has been sent, the company ORANGE shall be entitled to cancel the undelivered Purchase Order (fully or partially) with effect on the date of delivery of the written Order cancellation, and
- a) to return the received Deliverables provided by the Supplier, to ask the Supplier to return the received Contractual Price if such financial performance has taken place, and at the same time to ask the Supplier to pay the financial claim in the amount of 10 % of the amount specified in the Purchase Order; or

- b) to retain the Deliverables delivered by the Supplier, to pay to the Supplier a reasonable portion of the Contractual Price of the delivered Deliverables, reduced by the retention and request that the Supplier pays a financial claim in the amount of 10% of the amount specified in the Purchase Order. The company ORANGE shall be obliged to release the retention to the Supplier within 30 days from the date of proved payment of the value added tax, which the Supplier was obliged to pay on the Contractual Price received from the company ORANGE.
- 12.16. The rights and obligations arising from paragraphs 12.8 to 12.15 of the GPT shall remain in force for the period of 10 years after the takeover of the Deliverables.
- Tax provisions in the event that the Supplier is not a tax resident of Slovakia:**
- 12.17. In case the Supplier is not registered for taxes in the territory of Slovakia (i.e. it is not a Slovak tax resident), and if the withholding tax is levied based on a convention or legal regulation of the source state, the company ORANGE shall pay to the Supplier all amounts reduced by this tax payable on relevant payments and the company ORANGE as the tax payer shall be responsible for paying this tax and obtaining from its tax authorities the official certificate evidencing the payment of such tax. In the case the double taxation convention provides a reduced tax rate, the Supplier and the company ORANGE undertake to furnish without undue delay and, if necessary in advance of any payment, all documentation necessary for the application of such convention. If the Supplier wishes to ask the company ORANGE to use this reduced tax rate, after the Order confirmation the Supplier is obliged to provide to the company ORANGE a tax residence certificate without undue delay. Thereby the Supplier also confirms that the payments paid by the company ORANGE according to these GPT were made in favour of the Supplier as the actual owner (beneficial owner) for the purposes of the application of the benefits of the tax convention. If the tax residence certificate of the Supplier is not available for the company ORANGE at the time of payment for the Deliverables, the local (not reduced) withholding tax rate will be applied to all payments. The tax residence certificate of the Supplier shall be renewed annually in case the Purchase Order is valid and effective for a period longer than one year. The declaration confirming that the payments made by the company ORANGE for the benefit of the Supplier as the actual owner (beneficial owner) for the purposes of the application of the tax convention benefits, shall be renewed as soon as the company ORANGE asks for it.
- 12.18. Notwithstanding the above, the Supplier is obliged to pay any corporate income tax or any similar tax, which is levied in respect of the income of the Supplier by the competent authorities in the Supplier's country of origin or in the territory of the Slovak Republic as a direct result of the decision of a competent court in such country, according to which the Supplier has a permanent establishment on the territory of the Slovak Republic set up, subject to taxation on the territory of the Slovak Republic in connection with the performance of any obligation arising from the GPT. In the event that the company ORANGE was obliged to pay any of the above taxes (e.g. income tax levied by deduction as a collateral) in accordance with Slovak legislation for or instead of the Supplier, this tax shall be withheld from the payments made by the company ORANGE to the Supplier. If such payment is paid by the company ORANGE to the Supplier subsequently, without the possibility of its withholding from next payments or if these taxes were paid by the company ORANGE as a result of the decision of financial administration authorities of the Slovak Republic (hereinafter referred to as "**financial administration authorities of SR**") on the determination and collection of the tax, the Supplier shall pay the tax to the company ORANGE in the same currency and amount within thirty (30) days from the date of the submission of documents by the company ORANGE to the Supplier proving the payment of the tax pursuant to this sentence made by the company ORANGE.
- 12.19. In the case a value added tax (VAT) or any other indirect tax is applied to the transactions under these GPT in accordance with the applicable legislation of the State in whose territory the Supplier or the company ORANGE is registered, the payments of taxes pursuant to this provision shall be made by each Contracting Party pursuant to the relevant legal provisions of the country in which the party has its registered office. As far as the Supplier is registered for VAT purposes in the territory of the Slovak Republic, it is obliged to notify the company ORANGE about this fact in advance, at the latest before the first performance under these GPT. The Supplier is obliged to notify the company ORANGE in writing about the commencement of business in the territory of the Slovak Republic e.g. through an organization unit or any other establishment, which carries out activities in the territory of the Slovak Republic. As far as the Supplier is registered for VAT in Slovakia, it shall submit to the company ORANGE a certified copy of the certificate of tax registration issued by the competent authorities of the financial administration of the Slovak Republic.
- 12.20. The Supplier at the date of the Purchase Order confirmation declares, whether it does have a permanent or any other establishment, which has its permanent seat, assets or employees in the territory of the Slovak Republic, and which participates in any deliveries under these GPT. In the case, if this statement proves to be false, the Supplier is obliged to reimburse to the company ORANGE the damage incurred by it in this respect, e.g. the tax, which the company ORANGE was obliged to pay due to the existence of a permanent establishment of the Supplier. In the event that permanent establishment or other place of business in accordance with this paragraph was created by the Supplier after the Purchase Order confirmation, the Supplier undertakes to inform the

company ORANGE about this fact immediately. In the event that the Supplier violates its obligation as per the previous sentence, it is obliged to reimburse the company ORANGE for all the damage incurred by it in this respect, e.g. the tax, which the company ORANGE has paid as a result of the establishment of a permanent establishment by the Supplier or due to the incorrect application of VAT according to the applicable legislation of the Slovak Republic.

For the purposes of the provision of Deliverables the Supplier (i) declares that it is not part of any regimen which could be considered as circumventing of applicable laws on VAT (e.g. missing trader fraud schemes) and (ii) undertakes to take all measures necessary to ensure the control of contracted companies for the purpose of excluding the possibility that they are part of the mentioned system.

### **13. Guarantee**

- 13.1. The Supplier shall provide a guarantee to the company ORANGE for the quality of the Deliverables and, in particular, that the Deliverables have the properties and characteristics described in the Specification, they do not contain any defects and correspond to the current state of science and technology and technical documentation in terms of their design, material, workmanship, quality and other specifications that are or should be obvious for the Supplier, even if not expressly agreed upon or regulated.
- 13.2. Unless the Supplier and the company ORANGE have agreed otherwise in writing, or unless the applicable regulation requires a longer guarantee period, the guarantee period for the Deliverables shall be twenty-four (24) calendar months from the date of signature of the relevant Acceptance Protocol. Within the guarantee period the Supplier is obliged immediately and at its own expense to provide a guarantee service, which consists in the immediate and free elimination of any defects of the Deliverables.
- 13.3. In the case of the supply of spare parts, in the case of the replacement of the Deliverables, as well as in the case of repairs or removal of defects within the guarantee the guarantee period shall start to run afresh. For the purpose of repairs and removal of defects during the guarantee period the paragraphs 7.3 to 7.5 of GPT shall apply adequately.
- 13.4. If the company ORANGE makes claims arising out of the guarantee for the Deliverables, the company ORANGE reserves the right to withhold and set off the concerned claim against the corresponding portion of the payment, which is to be paid to the Supplier on the basis of a Purchase Order or under any other contractual relationship between the Supplier and the company ORANGE. Notwithstanding the above, the company ORANGE shall be entitled to set off any claims with regard to the Supplier against any receivables of the Supplier with regard to the company ORANGE, and that regardless of whether they are current, future, due or not due, time-barred or not time-barred receivables and this in an Order

determined by the company ORANGE. The Supplier shall not be entitled to unilaterally set off its receivables with regard to the company ORANGE against any claims of the company ORANGE with regard to the Supplier.

- 13.5. The provisions of this article, the provisions relating to sanctions, claims for compensation for damage, license agreement, confidentiality agreement and liability of the company ORANGE for the tax of the Supplier not paid shall remain in force even after the cancellation of the Purchase Order for any reason.

### **14. Responsibility**

- 14.1. By confirming a particular Purchase Order the Supplier declares that it is authorized for the delivery of Deliverables in accordance with these GPT and meets all statutory, professional and qualification conditions.
- 14.2. By the Purchase Order confirmation the Supplier also declares that it has acknowledged the relevant assignment of the company ORANGE and was fully informed about its requirements. The Supplier expressly declares that it will deliver the Deliverables by means of professionally capable persons and with due professional care with a guarantee of quality, properly and in time, on the basis of and pursuant to the Purchase Order of the company ORANGE.
- 14.3. It is the responsibility of the Supplier that Deliverables delivered by it do not contain any undocumented functionality not requested by the company ORANGE (the so-called back-doors and/or other safety risks).
- 14.4. It is also the responsibility of the Supplier that Deliverables delivered by it do not contain any undocumented limitation of the maximum number of requests that they are capable of processing (bottlenecks that can occur even after several months of deployment of the Deliverable in the production operation). In case of their occurrence the Supplier shall provide a draft solution within 5 days and shall ensure their free removal.
- 14.5. Unless it is not explicitly stated and agreed otherwise in these GPT the company ORANGE shall have the right to a full compensation of the damage in accordance with § 373 et seq. of the Commercial Code, as amended, in case the Supplier breaches any of its obligations under GPT, except for the case when it has been proved that the breach was caused by circumstances excluding the responsibility in accordance with § 374 of the Commercial Code, as amended.
- 14.6. The Supplier shall be responsible for any damage caused by violating of its duties and / or false statements under these GPT. The Supplier shall provide and during the term of the Purchase Order keep valid a liability insurance for the event that it causes any damage to the company ORANGE, and the sum insured shall be equal to at least five times the payments that the company ORANGE is obliged to pay to the Supplier on the basis of the Purchase

Order, however, at least EUR 100,000. Any time on the basis of a request of the company ORANGE the Supplier shall prove the existence of such insurance within 5 calendar days after receiving the request of the company ORANGE.

## 15.

### **Title to the Deliverables and the right to use, licenses, escrow, roadmaps, supply interruption, upgrades, updates, interoperability**

- 15.1. The company ORANGE shall acquire the title to the Deliverables by signing the Acceptance Protocol. The Supplier undertakes to ensure, through written agreements, that together with the title to the Deliverables also any other legally protected rights to the Deliverables including the rights of any third party by means of which the Supplier fulfilled its obligations under the Purchase Order, were transferred to the company ORANGE.
- 15.2. The company ORANGE shall be entitled to freely dispose of the Deliverables (including subsequent sale, lease, financial leasing, etc.).
- 15.3. Simultaneously with the handing over of the Deliverables according to these GPT (i.e. by signing the Acceptance Protocol) which accomplish the features of a work according to applicable provisions of the Slovak Copyright Act (hereinafter referred to as the **"Work"**), the Supplier shall grant its consent to the company ORANGE to use the Work and its relevant documentation subject to this license agreement. The company ORANGE shall be entitled to a free use of the Work for the purpose of its business activities, including, but not limited, the content, source code, and it shall also be entitled to reproduce, distribute, process, alien, adapt the Work, translate the Work from the machine code to the source language and freely modify, adapt the Work according to their needs also through third parties, without any additional financial claim of the Supplier. For this purpose, the Supplier undertakes to deliver the company ORANGE the source code to each Deliverable, together with the signed Acceptance Protocol.
- 15.4. The Supplier shall grant a license to the company ORANGE for all works/Deliverables, or parts thereof, as well as for all modifications carried out by it and delivered by it to the company ORANGE in connection with the performance of these GPT and that (i) in an unlimited territorial and (ii) in an unlimited material scope, and (iii) in the time range for the duration of the property rights to the Work under § 32 of the Copyright Act (irrespective of the validity and effectiveness of the License Agreement and / or Purchase Order).
- 15.5. The Supplier declares that if it uses any works and/or parts thereof to which third parties have a copyright or any other rights, in the creation and delivery of the Deliverables, it is entitled to use these works and deliver them to the company ORANGE as a part of the Deliverables. The Supplier also declares that it will use only such works for the provision of the Deliverables that the company ORANGE will be authorized to use to the extent necessary and for the purposes for which it requires from the Supplier the delivery of the Deliverables about which the Supplier has been demonstrably informed. The Supplier shall further grant a non-exclusive sub-license to the company ORANGE for such works or parts thereof provided to the company ORANGE in an unlimited scope for an indefinite period, for all the works that the Supplier is entitled to grant in the mentioned scope and which the Supplier is obliged to provide to the company ORANGE given the purpose of the specific Offer. The Supplier shall grant the license to the company ORANGE in the same extent as it has been granted to it by the subcontractor.
- 15.6. The company ORANGE shall be entitled to grant a sublicense to a third person in the scope of the granted licence under paragraph 15.4 of GPT and sublicense under paragraph 15.5 of the GPT. The company ORANGE shall also be entitled to assign such granted license to a third party with the prior written consent of the Supplier who undertakes not to refuse such consent unreasonably.
- 15.7. A cancellation of the Purchase Order for any reason shall not affect the license rights granted to the company ORANGE under this Article of the GPT, i.e. the license shall remain valid and effective.
- 15.8. Royalties for the use of the Deliverables within the scope of this article of the GPT including the remuneration for each other use are included in the Contractual Price for the Deliverables in accordance with Article 10 of these GPT. The Supplier expressly declares that the remunerations for the authorship as well as other related costs, fees and any financial compensation of the authors and fees of co-authors and similar persons, as well as any additional license fees related to the Deliverables under these GPT are included in the Contractual Price in accordance with Article 10 of these GPT. By the payment of the Contractual Price in accordance with these GPT the above financial claims are considered for paid and settled.
- 15.9. If the Deliverables include a software, the Supplier undertakes to supply free of charge to the company ORANGE also later editions of the software containing bug fixes, patches, maintenance releases and other enhancements of (hereinafter **"updates"**) and subsequent major version of the software containing additional features and/or performance improvement software (hereinafter **"Upgrade"**), unless the Supplier and the company ORANGE have agreed otherwise and such agreement of the Supplier and the company ORANGE will be subject of the Offer and Purchase Order.
- 15.10. The company ORANGE shall be entitled to use the source codes for any purpose, either directly or through a third party.
- 15.11. The Supplier acknowledges that the provisions of this article are decisive for the issue of a Purchase Order by the company ORANGE. If the Supplier violates the provisions of this Article, the company ORANGE shall be entitled to cancel the Purchase Order.

- 15.12. Roadmaps, Disruption of supply, Upgrades and Updates: If the Deliverables include a software, the Supplier undertakes to ensure the visibility of the software for two (2) years. The Supplier undertakes to regularly and always at the request of the company ORANGE inform the company ORANGE about the intentions and plans of the Supplier related to the software.
- 15.13. The Supplier undertakes to provide a roadmap to the company ORANGE for the period of at least two (2) years from the date of the first purchase of the software. Inter alia the roadmap shall specify the lifetime of the Deliverables. This roadmap shall be updated quarterly and it shall contain specific dates of "general availability" and a detailed description of the new features or new technical performances included in the new issue or related to the new type of Deliverables. The Supplier undertakes to notify the company ORANGE about all relevant information about the compatibility of the planned editions and editions that are deployed in service in the network.
- 15.14. The Deliverables must be compatible with the Deliverables of different generations as well as the global environment of the company ORANGE, in which they will be implemented or delivered, unless the company ORANGE determines otherwise.
- 15.15. The Supplier undertakes to inform the company ORANGE in writing one year in advance or promptly after it has learnt it from its supplier, about a cessation of the production of the Deliverables preceding the Purchase Order. The Supplier undertakes to deliver the Upgrades to the company ORANGE as soon as such Upgrades are available to any other third party. Upgrades put on the market by the Supplier after 2 years will not be provided free of charge and will have a price agreed between the Supplier and the company ORANGE, unless the company ORANGE determines otherwise.
- 15.16. The Supplier undertakes to deliver the Updates to the company ORANGE as soon as such Updates are available to any other third party. The price of any Updates is included in the Contractual Price.
- 15.17. Any charges for installation, implementation, and launching of an Update and / or Upgrades are a part of the Contractual Price.
- 15.18. Before being provided to the company ORANGE the Updates and/or Upgrades will be tested, unless the company ORANGE expressly states otherwise in the Request for Offer. The Contractor undertakes to provide to the company ORANGE such test materials free of charge, if so requested by the company ORANGE.
- 15.19. The guarantee period of new Updates and/or Upgrades shall be twenty-four (24) months from their final acceptance.
- 15.20. The Supplier undertakes that the Deliverables delivered under these GPT shall be compatible with the Deliverables supplied by the Supplier under any other contract, if requested so by the company ORANGE expressly. If the new Deliverables are not compatible with earlier supplied Deliverables, the Supplier undertakes to remove this problem at its own expense.

## 16.

### Infringement of the rights of third parties

- 16.1. The Supplier hereby makes a promissory representation that the Deliverables do not infringe any intellectual property rights of third parties. Should this representation prove to be false, the Supplier undertakes to reimburse all costs and damages of the company ORANGE incurred as a result of the infringement of intellectual property rights of third parties (all rights to inventions, patents, designs, copyright, all rights to trademarks, trade names, names of Internet domains, email addresses, database rights, trade secrets, know-how), regardless of whether they are registered (including any applications for their registration) or not, and including all other intellectual property rights of any kind that are enforceable anywhere) in the use of the Deliverables. In addition, as far as possible, the Supplier is obliged to arrange a defence at its own expense against any claims against the company ORANGE for an infringement of intellectual property rights which may be raised in connection with the Deliverables supplied by the Supplier. The company ORANGE undertakes to inform the Supplier immediately of any such claim and, where possible, it shall grant a power of attorney to the Supplier to conduct and settle all such disputes at its own expense. The Supplier undertakes to bear all costs and damages that the company ORANGE will be required to pay on the basis of a final judgement, as well as any other costs that may arise in connection with such infringement of intellectual property rights of third parties.
- 16.2. If, pursuant to the final judgement, the company ORANGE is prevented to use the Deliverables, the Supplier undertakes (as decided by the company ORANGE) to obtain for the company ORANGE the right to continue to use the Deliverables, or it shall replace, change or modify the Deliverables so that they do not violate intellectual property rights of third parties; or it shall take back the Deliverables and return to the company ORANGE the Contractual Price of such Deliverables, and this shall not affect the claim of the company ORANGE for damages.
- 16.3. The Supplier undertakes to reimburse to the company ORANGE all damages it has incurred as a result of the above mentioned violation - the mentioned obligations of the Supplier.
- 16.4. At a request, the Supplier is obliged to provide any time to the company ORANGE a detailed information related to the copyright to the Deliverables, the fees to organizations defending the copyright to the Deliverables or fees to other third party, as well as other information necessary and/or relevant for the company ORANGE.

## 17.

### Confidentiality Agreement

- 17.1. The Supplier shall keep confidential and shall not, without the written consent of the company ORANGE, divulge to any third party any documents, data or

- other information furnished directly or indirectly by the company ORANGE in connection with these GPT, whether such information has been furnished prior to, during or following termination of the co-operation under these GPT (hereinafter referred to as **"confidential information"**).
- 17.2. The Supplier shall not use confidential information received from the company ORANGE for any purpose other than the performance under these GPT.
- 17.3. The Supplier's obligations under Paragraph 1 and 2 of this Article of the GPT, however, shall not apply to confidential information which:
- now or hereafter enters the public domain through no fault of that Supplier; or
  - can be proven to have been possessed by the Supplier at the time of disclosure and which was not previously obtained, directly or indirectly, from the company ORANGE; or
  - otherwise lawfully becomes available to the Supplier from a third party that has no obligation of confidentiality; or
  - there is a legal duty of disclosure (on which the Supplier shall inform the company ORANGE immediately).
- 17.4. The Supplier and the company ORANGE are entitled to disclose confidential information with the exception of the personal data as set forth below to any member of its group of companies (controlling or controlled by pursuant the Commercial Code) without the prior written consent of the other party.
- 17.5. In addition to the provisions set forth above, in case the Supplier (for the purpose of this Article also referred to as **"provider"**) during the due fulfillment of its obligations comes into contact with personal data of the company ORANGE's (for the purpose of this Article also referred to as **"client"**) services users or other natural persons (for example the client's employees), the provider shall:
- maintain secrecy of these personal data, way and form of its processing by the client as well as the client information systems processing these data in the range set forth in a relevant act on personal data protection as well as in internal procedures of the client,
  - instruct all of its employees or other persons, authorized to execute work in the name of the provider, about duties binding persons with access to personal data and resulting from the act on personal data protection as well as from internal procedures of the client, with which the provider was acquainted, especially about confidentiality obligation,
  - follow all the duties set forth in the act on personal data protection and internal procedures of the client related to the safety and protection of personal data processed by the client.
- 17.6. Most of all, within fulfillment of these GPT, the provider:
- must not in any form process personal data already processed by the client, especially must not provide them to the third party, publish them, nor use them in any other way for the provider's or third party's needs, unless stated otherwise in these GPT;
  - must not carry out of the client's area, without prior written approval of the client, any electronic or physical information carriers that contain or could possibly contain personal data;
  - must not make any copies of the records containing personal data processed by the client without its prior written approval;
  - shall immediately return to the client any record, electronic or physical information carrier containing personal data processed by the client; if any record, electronic or physical information carrier containing personal data is necessary for making and provision of hardware according to these GPT, the provider will be obliged to return such record or carrier after execution of the work without any delay.
- 17.7. The above mentioned duties apply also to confidential information of Telecommunication secret as set forth in relevant provisions of Slovak Act on electronic communication accordingly. The provider represents and warrants that it was acknowledged about internal procedures of the client concerning protection and safety of confidential information.
- 17.8. The provider acknowledges that in case of breach of the Confidentiality duty as per this Article it shall be obliged to compensate the company ORANGE for damages pursuant to Section 17 and foll. and § 271 of the Commercial Code.
- 17.9. The provisions of this clause of the GPT shall survive and last after the delivery of the Deliverables for five (5) years.
- 17.10. The Supplier or. Any by Supplier authorized persons are forbidden to misuse the access to the ORANGE premises, to in any way misuse the access to information and/or information they might get in contact with during the fulfilment of these GPT. The Supplier shall be responsible for any breach or this Paragraph in full extent.
- 17.11. The Supplier shall be obliged to fulfil the obligations and ORANGE information security rules for third parties as listed on <https://www.orange.sk/onas/tlaco-ve-centrum/vseobecne-podmienky-pre-dodavatele-v#en>. Additionally, the Supplier shall be obliged to secure that any person providing Deliverables under these GPT in Supplier's name is properly informed on these obligations and rules and secures the confirmation of such information by these persons by a signature of declaration the template of which presents the last page of the ORANGE information security rules for third parties.

## 18.

### Use of logo, business name or trademark of ORANGE

The Supplier shall not use the trade name, trademark or logo of the company ORANGE in any way or in any form without a prior written consent of the company ORANGE. The Supplier also undertakes not to place in the Deliverables any reference to itself (declared and/or hidden) as the supplier of the Deliverables under these GPT. Unless expressly stated otherwise, none of the provisions of these GPT means that the

Supplier acquires the right to any intellectual property of the company ORANGE or other rights applied by the company ORANGE or for the use of which a license has been granted to the company ORANGE.

## **19. Miscellaneous provisions**

- 19.1. The Supplier shall not assign any of its rights and/or obligations under the Purchase Order without a prior written consent of the company ORANGE.

## **20. Audit**

- 20.1. The company ORANGE shall have the right at any time, whether through internal or external auditors, to check whether the Supplier meets its obligations following from the Purchase Order in accordance with these GPT.
- 20.2. The Supplier undertakes to allow an access for the auditors to the premises of the Supplier and its subcontractors during working days. The auditors shall observe the internal health and safety regulations applicable in those areas.
- 20.3. During these audits, the Supplier undertakes to cooperate fully with the auditors of the company ORANGE and above all to make available to them all the things necessary for the performance of the audit.
- 20.4. In case the audit findings reveal a breach of the Supplier's obligations the company ORANGE shall be able to decide whether to require that the Supplier carries out corrective measures or it shall cancel the Purchase Order. Such corrective measures shall be presented to the company ORANGE for the purpose of their approval. If the company ORANGE does not approve the corrective measures it shall have the right to cancel the Purchase Order.

## **21. Quality system requirements**

- 21.1. The Supplier undertakes to maintain or introduce a certification (ISO 9001 or equivalent) for the Purchase Order.
- 21.2. If the Supplier does not obtain such certificates of third parties, it undertakes to prove that it has such quality management systems introduced, which are sufficient to meet the contractual obligations of the Supplier.
- 21.3. The Supplier undertakes to demonstrate its application to all the Deliverables.
- 21.4. If the Supplier has no such quality management systems introduced, it undertakes to demonstrate that it is able to meet contractual obligations in fulfilling the Purchase Order.

## **22. General provisions**

- 22.1. The Supplier undertakes to fully comply with all obligations from any document as listed on the fo-

llowing link <https://www.orange.sk/onas/tlacove-centrum/vseobecne-podmienky-pre-dodavate-lov#en> named Safety and Occupational Health and Fire Protection 3rd, Compliance, Corporate Social Responsibility and Environmental obligations (hereinafter referred to as "**Obligations**"). Documents, which this Article of the GPT refers to, shall be considered as inseparable part of this GPT. The Supplier hereby declares, that it is fully aware of all its Obligations and it shall observe these. Whereas, wording of the Obligations is anytime subject to change upon ORANGE own discretion, the Supplier shall permanently track current wording of Obligations (the Supplier shall be obliged to observe current wording of Obligations anytime). The Supplier hereby takes into consideration, that the term „Contract" in Obligations shall mean these GPT. The breach of any provision of Obligations by the Supplier shall be considered as material breach of these GPT.

- 22.2. The Supplier hereby declares that he in full extent observes and secures the observance of all applicable labour law acts in the field of illegal employment (hereinafter referred to as "**labour law acts**"), mainly the Act No. 311/2001 Coll. Labour Code as amended and Act No. 82/2005 Coll. on Illegal Work and Illegal Employment as amended. The Supplier hereby declares that he is in full extent aware of all its obligations resulting from the labour law acts and undertakes to observe these during the entire provision of Deliverables under these GPT. The Supplier mainly undertakes to legally employ employees and thus not to act in contradiction to the illegal employment prohibition, regulated under the labour law acts. Should any of the declarations of Supplier under this Paragraph prove to be false and should the company ORANGE be imposed with a fine from the respective controlling body in compliance with the § 7b of the Act No. 82/2005 Coll. on Illegal Work and Illegal Employment as amended as a result of accepting works or services from people illegally employed by the Supplier, company ORANGE shall have the right to (i) a contractual penalty from the Supplier in the amount of the fine, imposed to company ORANGE by the controlling body and (ii) withdraw from particular Purchase Order. Company ORANGE is entitled to apply the penalty against the Supplier repeatedly. The contractual penalty shall be payable within 30 days upon the delivery of the request for its payment to the Supplier. The right of the company ORANGE for damage compensation from the Supplier shall not be affected by the payment of any contractual penalty, i.e. the company ORANGE shall be in each case entitled to damage compensation from the Supplier in full extent.

- 22.3. The Supplier acknowledges that the company ORANGE does not provide any exclusive right or exclusivity to the Supplier for the delivery of the Deliverables. The company ORANGE shall have the right to send the Requests for Offer and Purchase Orders for the Deliverables to any third party of its choice, and in selecting a particular supplier it shall have the right to send a Request for Offer for the Deliverab-

- les to several entities and choose the most advantageous Offer, or not to choose any of them.
- 22.4. Any documents sent by the company ORANGE under these GPT shall be deemed to be delivered by their dispatch from the company ORANGE. The company ORANGE is not obliged to examine whether the delivery to the Supplier has been actually effected and the deadlines for the Supplier arising from these GPT shall start to run from the moment of the dispatch of the document from the company ORANGE. The Supplier undertakes to confirm forthwith every received request / Request for Offer / Purchase Order / etc.
- 22.5. For buying-in products, the characteristics of which are stated in safety data sheet, the Supplier is obliged to deliver this sheet in the national language together with the product pursuant to Slovak and EU legislation. The Supplier of products subject to regulation (products subject to assessment of conformity with the technical requirements for products and technical regulations in a manner which corresponds to the procedure of conformity assessment) is obliged to deliver the product accompanied by EC declaration of conformity or EU declaration of conformity and other relevant documentation proving conformity of the product.
- 23.5. The Processor is entitled to handle with personal data exclusively in such a manner, which shall serve to achieving of processing purpose, mainly the Processor is entitled personal data:
- (i) to obtain, or to update,
  - (ii) to temporary record and to save,
  - (iii) to retrieve, to consult, to combine, to alter, to update and otherwise use for achieving of purpose,
  - (iv) to return to the Controller and destroy their copies, when the purpose have been achieved pursuant to the GPT and this Authorisation and when there is no obligation to keep and to process such personal data by the Processor for the period exceeding the necessary period for achieving the purpose of processing.
- 23.6. The Processor shall in respect to fulfilment of its obligations and tasks arising from these GPT and this Authorisation operate by processing of personal data with reasonable effort and in compliance with internal procedures of the Controller concerning personal data processing and protection, which the Processor have been provided with and on the basis of directions and guidelines of the Controller.
- 23.7. The Processor is entitled to commence processing of personal data on the basis of this Authorisation upon the date of the Purchase Order confirmation pursuant to the Paragraph 4.4. of these GPT. The Processor shall provide data subjects with information that it was authorised by the Controller to process of personal data on behalf of the Controller, at latest by initial contact with data subject.

### 23. Agreement on Authorisation to Personal Data Processing

- 23.1. The company ORANGE (or the purpose of this Article also referred to as "**Controller**") and the Supplier (for the purpose of this Article also referred to as "**Processor**") mutually agreed in compliance with §8 of the Act number 122/2013 Coll. on personal data protection (for the purpose of this Article referred to as „Act“) on this Authorisation of Processor, which shall process personal data on behalf of the Controller:
- 23.2. The Controller authorises the Processor to process personal data of the customers, employees, sellers, of the Controller (hereinafter referred to as "**data subject**") under the terms and conditions set out in this Authorisation, in the GPT and in Act. On the basis of this Authorisation, the Processor shall process personal data of data subjects for the purposes of delivery of Deliverables under these GPT.
- 23.3. For the purposes set out in Paragraph 23.2 of these GPT, the Processor is entitled to process personal data of data subjects in following scope:
- a. Name and surname,
  - b. Phone number,
  - c. Address.
- 23.4. The Controller submits personal data of data subjects to the Processor from its filing system in the structure and in the manner agreed in the GPT or pursuant to the GPT. In the case of personal data transmitting into filing system of the Processor, such personal data shall be reasonable protected by adequate technical means, e. g. encrypted communication canal or encrypting of transmitted data – SSL, IP SEC, sFTP, encrypting of files on public key of receiver, mainly PGP, X.509 etc.
- 23.8. The Processor shall perform all reasonable technical, organisational and personal measures against abuse, destruction, loss, alter, contrary to the legitimate interests and against making personal data available, provision or making personal data public as well as against any unreasonable manner of processing in order to ensure due protection of personal data, which are processed on the basis of this Authorisation. The Processor shall describe above mentioned security measures in the form of security project or security directives in compliance with §19 of the Act, §20 of the Act and §76 Subsection 7 of the Act. The Controller is entitled anytime to request the Processor for evidence that mentioned protective measures were performed by the Processor and such protective measures are performed constantly during the time of personal data processing. When the Processor is not able to document performance of such protective measures within 30 days upon delivery of written request of the Controller, the Controller is entitled to perform security audit in the premises of the Processor or in the filing systems of the Processor or to order to the Processor to allow of external security audit, which should find out the existence and efficiency of security measures under this Authorisation. Costs of such external security audit shall be borne by the Processor. The Processor shall provide auditors of the Controller or external auditors authorised to carry out the audit in compliance with above mentioned with necessary cooperation, for instance to

- enable in reasonable manner enter into premises of filing systems of the Processor. Auditors shall carry out the audit in such a manner in order that no threat or interruption of the Processor's operation or its filing system or whatsoever damage occurs.
- 23.9. The Processor further undertakes:
- (i) to process personal data exclusively in extent and content in compliance with the purpose set and necessary for its achievement,
  - (ii) to ensure in order that collected personal data are processed in the form that enables identification of data subject not longer than necessary for achievement of the purpose their processing,
  - (iii) not to transfer personal data to the third country without prior written agreement of the Controller or prior written consent or order of the Controller,
  - (iv) to authorise personal data protection official to internal supervision of processing and personal data protection in its company at latest before commencement of personal data processing, should the Processor be obliged to do so pursuant to §23 of the Act, and §76 Subsection 4 of the Act,
  - (v) to advise all entitled persons, who process personal data on the basis of this Authorisation and who are in contact with personal data in its premises or its filing systems about their obligations concerning personal data processing pursuant to Act, mainly about obligation of confidentiality pursuant to §22 of the Act.,
  - (vi) to return personal data to the Controller and to destruct any copy thereof, when the purpose of processing of personal data pursuant to these VPN and this Authorisation have been already achieved and no other legal requirement set out to keep and process these personal data to the Processor longer than necessary for achieving the purpose of processing pursuant to this Authorisation,
  - (vii) to process personal data in such a manner, which is in compliance and not circumventing with valid legislation and with good manners.
- 23.10. The Processor shall observe confidentiality of personal data processed on the basis of this Authorisation even after termination of their processing. This shall be applicable equally for persons, who process personal data on behalf of the Processor on the basis of this Authorisation or who are in contact or would be in whatever contact with personal data at the Processor (even if accidental).
- 23.11. The Controller agrees that the Processor performs some processing operations with personal data necessary for fulfilment of these GPT through third party, contracted for such purpose in writing by the Processor (i.e. subcontractor). The Processor shall ensure, that subcontractor and its employee's process personal data in compliance with this Authorisation, and even with applicable provisions of the Act, mainly observe confidentiality. The Processor is fully responsible for personal data protection within their processing by subcontractor.
- 23.12. The Processor shall observe and fulfil the provisions §8 Subsection 6, §15 to §18 and §28 to §32 of the Act, if agreed with the Controller in this Authorisation or in GPT or if agreed in this Authorisation or in GPT such performance, which causes the fulfilment of mentioned obligations by the Processor.
- 23.13. The breach of any provision of this Authorisation by the Processor shall be considered as material breach of the GPT.
- 23.14. In case of any damage arisen to the Controller by action/omission of the Processor, the Processor shall pay entire damage caused to the Controller (including sanctions, fines and penalties imposed to the Controller by the authorities).
- 23.15. The Controller is the owner of the personal data of Controller's data subjects.
- 23.16. The Controller declares, that by selecting of the Processor it proceeded in compliance with §8 Subsection 2 of the Act.
- 23.17. This Authorisation shall terminate upon the proper delivery of the Deliverables pursuant to GPT, save for obligation of protection of personal data, which have not been returned to the Controller or provably destructed yet.

## 24.

### **Vulnerability Management (Responsibility for removing vulnerability)**

- 24.1. Definition of terms
- For the purposes of this Article of the GPT following terms shall have the following meaning:
- Vulnerability** – a vulnerability directly or indirectly caused or brought to the physical premises or logical environment (ITN) by a decision, act or performance of Supplier. For the purposes of the provisions below Vulnerability shall mean such a security flaw, lack or not required functionality of the product, or a conflict of the Supplier's performance with these GPT, which may expose information assets and sources of ORANGE (in particular, but not exclusively, personal data, intellectual property and other tangible or intangible assets of ORANGE) to a security threat with a risk of property damage, direct or indirect or a risk of direct or indirect non-material damage to ORANGE.
- ORANGE infrastructure** – is a software or hardware equipment that the Supplier uses to deliver under these GPT, and this equipment is owned, leased, administered or used in any other way by ORANGE.
- Own Code of the Supplier** – Programmer's code, which was created by the Supplier by its own effort or a code modified by the Supplier, obtained from a third party.
- 24.2. Software and/or hardware selected by the Supplier
- The Supplier undertakes that in the performance under these GPT it shall select only such software and/or hardware that does not have any known Vulnerabilities. In the case when during the fulfilment under these GPT, it becomes publicly known or known to the Supplier, that the software and/or hardware selected by the Supplier contains a Vulnerability, such Vulnerability shall be adjusted/fixed/maximum possible measures shall be taken to redu-

ce the risk of misuse of Vulnerability, at the expense of the Supplier without delay after the publication of the information, that there exists a Vulnerability/after the Supplier's finding that there exists a Vulnerability. The obligation to minimize the risk of a Vulnerability shall also apply to the software and/or hardware of third parties where an active third-party co-operation is not expected. The Supplier shall immediately alert the responsible person in ORANGE of the existence of Vulnerability. The obligation of the Supplier set forth in this Paragraph of the GPT shall be executed by the Supplier at any time during the entire period of validity of the contract, irrespective of performance under these GPT. The provisions of this Paragraph shall apply to any software and/or hardware selected or created by the Supplier (for example a third-party software and/or hardware, the Supplier's own code etc.). The Supplier also undertakes that throughout the entire period of performance under this GPT it shall comply with the publicly available security recommendations – the so-called "Best practices" relating to the software and/or hardware and safety requirements set by ORANGE.

24.3. Configuration of ORANGE infrastructure  
If the Supplier's software and/or hardware uses any infrastructure of ORANGE for its functionality (e.g. database, webserver etc.), the Supplier is obliged to deliver all the necessary security configuration of this infrastructure so that its maximum safety is ensured. If ORANGE configures this infrastructure in a manner other than the one recommended by the Supplier, the difference shall be analysed in writing and described by both parties. In the case that throughout the performance under these GPT the configuration of the infrastructure of ORANGE contains a Vulnerability, the Supplier is obliged at any time to prevent any misuse of the Vulnerability of the configuration of the infrastructure of ORANGE, regardless of the duration of the guarantee period applicable to the software and/or hardware delivered by the Supplier to ORANGE under these GPT. The previous sentence shall not be applied to the documented exceptions analysed and described in accordance with this Paragraph.

24.4. In the event that on the basis of these GPT the Supplier provides support and/or maintenance of the product and/or service that are the subject of these GPT, the Supplier undertakes that in the event, if throughout the period of performance under these GPT for any product and/or service which is the subject of these GPT, it becomes publicly known or known to the Supplier that they contain a Vulnerability, such Vulnerability must be adjusted/fixed/maximum possible measures must be taken to reduce the risk of misuse of the Vulnerability. The Supplier shall immediately alert the responsible person in ORANGE of the existence of the Vulnerability. The obligation of the Supplier set forth in this Paragraph shall be executed by the Supplier at any time during the entire period of performance under these GPT, irrespective of the duration of any guarantee period granted by the Supplier to ORANGE.

24.5. In the case when the Supplier fails to meet its obligations set forth in this Article of the GPT properly within 2 months of the publication of the information or of the notification of information to the Supplier of a Vulnerability of the software and/or hardware and/or the product and/or service that are the subject of this GPT as described in this Article, ORANGE shall be entitled to demand from the Supplier a contractual penalty in the amount of EUR 50,000 for each individual breach of any of these obligations by the Supplier. This shall be without prejudice to the claim of ORANGE for damage compensation from the Supplier, i.e. ORANGE shall be in any case entitled to claim from the Supplier a damage compensation in full extent. The contractual penalty shall be payable within 30 days after delivery of contractual penalty request to the Supplier.

24.6. The Supplier is obliged throughout the period of performance under these GPT to act so that the number of Vulnerabilities of the software and/or hardware and/or the product and/or service that are the part of Deliverables under these GPT decreases continuously. ORANGE shall be entitled at any time throughout the period of performance under these GPT to carry out a security audit of the software and/or hardware and/or the product and/or service that are the part of the Deliverables under these GPT, itself, or through a third party unilaterally chosen by ORANGE. In the case when the number of Vulnerabilities from the previous security audit (there must be at least a 3-month interval between the security audits) has not been reduced or it has increased, ORANGE shall be entitled to claim a contractual penalty from the Supplier in the amount of EUR 50,000 for each individual breach of the obligation set forth in this Paragraph of the GPT. This shall be without prejudice to the claim of ORANGE for damage compensation from the Supplier, i.e. ORANGE shall be in any case entitled to claim from the Supplier a damage compensation in full extent. The contractual penalty shall be payable within 30 days after delivery of contractual penalty request to the Supplier.

24.7. If by the breach of the contractual obligation of the Supplier referred to in this Article, the protection of personal data is threatened or breached ORANGE shall have the right to notify this threat or breach to the competent authority, which supervises the protection and processing of personal data.

24.8. The Supplier's obligations according to this Article shall be without prejudice to the obligations relating the information security for third parties set forth in these GPT.

## 25.

### **Repeal and cancellation of Purchase Order**

25.1. The company ORANGE shall have the right to repeal a Purchase Order, which has not been accepted by the Supplier in accordance with paragraph 4.5 of these GPT.

25.2. The company ORANGE shall be entitled to cancel an individual Purchase Order (I) in the cases specified in

these GPT, (li) in the cases specified in the Commercial Code and (lii) if the Supplier has not successfully removed a defect of the Deliverable consisting in a conflict of the Deliverable with the requirements of these GPT, the relevant Request for Offer/Offer/Purchase Order even in the period appropriate to the nature of concerned Deliverable specified in the call of the company ORANGE to correct the deficiency.

- 25.3. The cancellation of a Purchase Order shall take effect on the date of delivery of a written cancellation of the Purchase Order to the Supplier. By the cancellation of the Purchase Order, the obligation established based on the accepted Purchase Order, is cancelled from the beginning and the company ORANGE and the Supplier shall return to each other what they have received from the other contracting party based on it, in particular the company ORANGE is obliged to return the Deliverables to the Supplier and the Supplier is obliged to return to the company ORANGE the paid portion of the Contractual Price unless the company ORANGE has explicitly requested otherwise.
- 25.4. The company ORANGE shall have the right to cancel the Purchase Order as a whole or its part.
- 25.5. In the event of the cancellation of the Purchase Order for any reason, the Supplier undertakes to provide to the company ORANGE free of charge all the information necessary for the performance or takeover of the Deliverable by a third party (particularly but not exclusively a list of hardware and software components, data and databases, description of solution architecture, source codes, and the relevant documentation, administrator documentation describing the installation, management and troubleshooting of relevant components, technical documentation describing the blocks of source codes, their functionality and dependencies, surveillance documents describing surveillance mechanisms, formats of logs, description of running processes, specifications and documentation of the used existing interfaces, description of the method of authentication and authori-

zation, role definitions of users, list of the subcontractors, etc.). Such provision of the information to a third party shall not be considered a breach of the confidentiality agreement under these GPT. If the company ORANGE so requests, the Supplier undertakes to provide free of charge to the company ORANGE (or a third party designated by the company ORANGE) a training in the scope of maximum of 2 working days, concerning the handover of the Deliverables.

## 26.

### Legal regulations, arbitration clause

- 26.1. These GPT and the Purchase Order are governed by Slovak law (mainly Act No. 513/1991, The Commercial Code). Any disputes arising from these GPT and the Purchase Order, including disputes about their validity, interpretation or termination, shall be resolved before the competent general court of the Slovak Republic.
- 26.2. Changes of a Purchase Order shall be binding only if they are in the form of a new Purchase Order.
- 26.3. By accepting a Purchase Order in accordance with paragraph 4.5 of these GPT the Supplier confirms that it is aware of these GPT and agrees with their terms.

## 27.

### Validity and Effect of the GPT

- 27.1. These GPT shall come into force and effect from September 1, 2017.
- 27.2. Purchase Orders issued by the company ORANGE before September 1, 2017 as well as the claims arising from them shall be regulated by the GPT effective before September 1, 2017 which are published on the website <https://www.orange.sk/onas/tlacove-centrum/vseobecne-podmienky-pre-dodavatelov>.

Orange Slovensko, a.s.