

**Contract No. 020158/06**  
**on Providing Data Telecommunication Services**

**Contractual parties :**

**PIPNI, s.r.o.**

Karlovo náměstí 16

120 00 Praha 2

Czech Republic

Company ID : 26738058 VAT No : CZ26738058

Section C, Insert 90636, the Register of Companies kept by the Municipal Court in Prague

Bank account: EBANKA 1003960001/2400

represented by executive head Ing. Roman Dubský

(hereinafter only as Provider)

**Name Surname**

Street

Zipcode City

Czech Republic

Company ID : VAT No :

(hereinafter only as User)

**1. Subject of Contract**

1.1 The Provider shall provide the User with data telecommunication services (hereinafter only as "services") consisting of technical administration of the User's virtual server at the address login.vserver.cz hosted on the provider's technical equipment.

**2. Extent of the Provided Services**

2.1 Service Name "EXPERT"

2.2 Service Technical Specification :

- Hosting of a virtual server with a fixed and unique IP address
- 5 GB of space, 100 GB of monthly data transfer
- Allocation of system resources - CPU 666MHz, RAM 256MB, swap file 256MB
- Operation of various LINUX distributions
- FTP/s and SSH access
- Secondary mailservers
- Firewall
- Monitoring
- Managing DNS, including DNS administration
- Data back-up each 24 hours
- Server connection of 1 GB to the Internet with the housing centre connectivity of 2 Gbit in the Czech Republic and 2.5 Gbit to foreign countries

2.3 Technical support via electronic mail is part of the provided service.

2.4 The Provider guarantees 99.5% accessibility of the service.

2.5 The Provider cannot be deemed responsible, in spite of the efforts to reach maximum possible security of the technical equipment, for any potential theft, damage or loss of the User's data and the User is therefore advised to back up the data.

**3. Life of the Contract**

3.1 The Contract is concluded for the period of 3 months coming into force on the day of service activation.

Providing of the service and the contractual relation on the basis of this Contract is automatically extended by another 3-month period provided one of the contractual parties does not announce in writing to the other party within six weeks prior expiration of the life of this Contract that the User is not interested in further extension of the contact life.

**4. Price, Invoicing, Maturity**

- 4.1 The charge for the service activation is 0 CZK.
- 4.2 According to Article 2, the User shall pay the Provider for providing services in a form of a flat charge of 1 500.00 CZK without VAT.
- 4.3 The User undertakes to pay the Provider an advance on the services of 1 785.00 CZK prior the actual service activation. The Provider undertakes to activate the services on the day of crediting the Provider's account with the User's advance payment.
- 4.4 The User undertakes to identify the advance payment with a variable symbol, i.e. with the number of an advance invoice.
- 4.5 The Provider will account for the provided services by means of a tax document - a final invoice immediately after the Provider receives the advance payment from the User.
- 4.6 VAT will be accounted according to applicable tax regulations.

**5. Closing Provisions**

- 5.1 The Contract comes into force on the day of signing it by both the contractual parties.
- 5.2 The "General Terms of Business of providing services on the PIPNI server" are an integral part of this Contract. These General Terms of Business regulate relations between the Provider and the User not treated by this Contract. It is agreed that the Provider is entitled to change these Terms unilaterally especially for the following reasons :
  - a) due to changes in legal regulations or provisions issued by a public administration body further continuation of providing some of the services agreed upon in this Contract will be made impossible,
  - b) a legal regulation or provision of a public administration body will limit some of the User's dispositional rights to a leased and paid domain name or subdomain,
  - c) the Provider will use another technology that will not be compatible with the previous one,
  - d) Changes of the General Terms of Business are binding for the User from the first day of the month following the month when the Provider publishes these changes on the Provider's web pages.
- 5.3 This Contract can be amended only in writing and signatures of the contractual parties must be present on each document.
- 5.4 This Contract has been prepared in two copies and each of the contractual parties shall receive one copy with the force of an original copy.
- 5.5 This Contract expresses free, true and seriously demonstrated will of the contractual parties, which the contractual parties confirm by their autographs herein.
- 5.6 The User confirms by signing this Contract that the User has read the "General Terms of Business of providing services on the PIPNI server" that the User received together with this contract.

In Prague on .....

Roman Dubský  
.....  
on behalf of the Provider

Name Surname  
.....  
on behalf of the User