

Call-off Terms and Conditions

Date: 21th December 2017

Customer

CESNET, z. s. p. o.

Supplier

VisionsConnected Netherlands B.V.

Call-Off Agreement

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CALL-OFF AGREEMENT NUMBER: []

THIS CALL-OFF AGREEMENT is made on the 21th December 2017 under a framework agreement dated 27th June 2017 (including its amendments)

BETWEEN

(1) CESNET, zájmové sdružení právnických osob of Zikova 1903/4, 160 00 Praha 6, the Czech Republic (the "Customer"); and

(2) VisionsConnected Netherlands B.V., a company registered in The Netherlands under company number 34260051 and whose registered office is at Naritaweg 114, 1043 CA Amsterdam (the "Supplier").

IT IS AGREED AS FOLLOWS:

1. Definitions, Structure and Interpretation

1.1 This Call-Off Agreement comprises these clauses and the Appendices listed in the table below.

Appendix	Title
1	Part 1 – Services Part 2 – Equipment required from the Customer to ensure optimal Service delivery
2	Charges
3	Call-Off Change Control Procedure – Process
4	Call-Off Change Control Procedure – CCN
5	Reporting
6	Special Terms and clauses for local law requirements

1.2 If there is any inconsistency between any of the clauses and the Appendices, the order of priority for the purpose of construction shall be as follows:

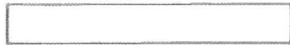
- (a) clauses of this Call-Off Agreement; and
- (b) Appendices.

1.3 Capitalised words and expressions used in this Call-Off Agreement shall have the meanings given to them in this Call-Off Agreement and, unless expressly indicated otherwise in this Call Off Agreement, the meanings given to such words and expressions in this Call-Off Agreement shall supersede the meanings given to those words or expressions where such words and expressions are also defined in the Framework Agreement.

1.4 Capitalised words and expressions which are not defined in this Call-Off Agreement shall have the meanings given to them in the Framework Agreement.

1.5 Definitions

In this Call-Off Agreement the following terms shall have the following meanings:



- (a) "Acceptance Process" means the process set out in clause 6
- (b) "Call-Off Authorised Representative" means the persons respectively designated as such by the Customer and the Supplier in clause 21.
- (c) "Call-Off Change" means any change to this Call-Off Agreement.
- (d) "Call-Off Change Control Procedure" means the change control procedure for managing Call-Off Changes as set out in Appendix 3.
- (e) "Call-Off Commencement Date" means 1. 1. 2018.
- (f) "Call-Off Term" means the period commencing on the Call-Off Commencement Date and ending on 31. 12. 2021 or on earlier termination of this Call-Off Agreement.
- (g) "Call-Off Termination Date" means the date of expiry or termination of this Call-Off Agreement.
- (h) "Customer Equipment" means any equipment (and software installed on the equipment for the purposes of the Supplier's provision of the Services) provided by the Customer as set out in Appendix 1 Part 2.
- (i) "Data Protection Legislation" means the EU Data Protection Directive 95/46/EC, or other EU legislation relating to data protection that may be promulgated from time to time, and its implementing legislation (if any) in EU Member States, any binding guidance, opinions or decisions of regulatory bodies, courts or other bodies, as applicable ("EU Data Protection Legislation"), or any other data protection legislation that applies to either of the Parties from time to time.
- (j) "Equipment" means the Customer Equipment.
- (k) "Framework Agreement" means the Framework Agreement for the provision of Video and Web Conferencing Services between Géant Limited and Visions Connected.
- (l) "Personal Data" has the meaning set out in the EU Data Protection Legislation.
- (m) "Premises" means the location(s) for the delivery, installation and integration of the Equipment and/or the provision of the Services as notified by the Customer to the Supplier.
- (n) "Standard Contractual Clauses" mean the model clauses for the transfer of personal data to processors approved by the European Commission from time to time, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU, as may be amended or replaced from time to time.

1.6 Interpretation

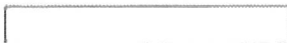
- (a) The interpretation and construction of this Call-Off Agreement shall all be subject to the following provisions:



- (i) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (ii) words importing the masculine include the feminine and the neuter;
- (iii) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (iv) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (v) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (vi) headings are included in this Call-Off Agreement for ease of reference only and shall not affect the interpretation or construction of this Call-Off Agreement;
- (vii) the Appendices form part of this Call-Off Agreement and shall have effect as if set out in full in the body of this Call-Off Agreement and any reference to this Call-Off Agreement shall include the Appendices;
- (viii) references in this Call-Off Agreement to any clause or sub-clause or Appendix without further designation shall be construed as a reference to the clause or sub-clause or Appendix to this Call-Off Agreement so numbered;
- (ix) references in this Call-Off Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Appendix to this Call-Off Agreement so numbered; and
- (x) reference to a clause is a reference to the whole of that clause unless stated otherwise.

2. Overriding Provisions

- 2.1 The Supplier agrees to supply the Services in accordance with the relevant provisions of the Framework Agreement and this Call-Off Agreement, including Supplier's terms and conditions of service which shall be incorporated in this Call-Off Agreement.



2.2 In the event of and only to the extent of any conflict or ambiguity between the clauses of this Call-Off Agreement, any document referred to in the clauses of this Call-Off Agreement (including Supplier's terms and conditions of service set out in the Supplier's Tender) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Framework Agreement (excluding Framework Schedule 4);
- (b) the clauses of this Call-Off Agreement (excluding Supplier's terms and conditions of the Service);
- (c) the Order;
- (d) any Supplemental Tender made;
- (e) Supplier's Tender;
- (f) the Supplier's terms and conditions of service in the Supplier's Tender;
- (g) the Supplier's terms and conditions of service as amended from time to time; and
- (h) any other document referred to in this Call-Off Agreement.

3. Call-Off Term

This Call-Off Agreement shall take effect on the Call-Off Commencement Date and (unless it is terminated in accordance with the terms of this Call-Off Agreement or is otherwise lawfully terminated) shall terminate at 31. 12. 2021.

4. Relationship of this Call-Off Agreement to the Framework Agreement

The Parties acknowledge that under clause 4.1 of the Framework Agreement this Call-Off Agreement, when signed by both Parties, will contractually commit the Supplier to supplying the Services described in this Call-Off Agreement in accordance with the terms of the Framework Agreement.

5. Description of the Services

5.1 The Services to be provided by the Supplier under this Call-Off Agreement are listed in Appendix 1.

5.2 The Supplier shall:

5.2.1 deliver and install the Supplier Software at the Premises if required;

5.2.2 supply a copy of the Documentation to the Customer;

5.2.3 carry out the Acceptance Process; and

5.2.4 provide the Services,

in accordance with any timetable agreed between the Parties setting out timelines for performance of the Supplier's obligations under this Call-Off Agreement.



- 5.3 The Customer shall co-operate with the Supplier as reasonably required in order to enable the Supplier to perform its obligations under this clause 5, including:
 - 5.3.1 providing information and data reasonably required by the Supplier;
 - 5.3.2 making available suitably qualified employees and contractors of the Customer;
 - 5.3.3 providing access during the Customer's normal business hours to the Premises as reasonably required;
 - 5.3.4 providing direct or remote access (at the Customer's discretion) to the Equipment to enable the Supplier to perform maintenance, upgrades and correction of defects on any Supplier Software installed on the Equipment; and
 - 5.3.5 providing access to the Customer's systems solely for the purposes of integrating the Equipment and providing the Services.
- 5.4 When accessing the Premises the Supplier shall and shall procure that its Staff shall comply with all policies relating to safety at work and health and fitness notified by the Customer to the Supplier.
- 6. **Acceptance Tests**
 - 6.1 After the Software is installed and integrated in accordance with clause 5.2.1 the Supplier will conduct acceptance tests on the Equipment to ensure the Services and Equipment function as described in Appendix 1 and as described in any Service description provided by the Supplier to the Customer.
 - 6.2 If in the Customer's opinion reasonably held the Service fails to pass the acceptance tests conducted in accordance with clause 6.1 the Customer shall notify the Supplier in writing that:
 - 6.2.1 the Customer does not accept the Services are ready to be performed, specifying the defect(s) and requiring the Supplier at the Supplier's expense to:
 - (a) rectify the defect(s); and
 - (b) repeat the acceptance tests conducted in accordance with clause 6.1 following rectification of the defect(s).
 - 6.3 If in the Customer's opinion reasonably held the Service fails to pass within 4 (four) weeks of the date of the notice provided under clause 6.2.1 the acceptance tests conducted in accordance with clause 6.2.1(b) the Customer shall notify the Supplier in writing that:
 - 6.3.1 it accepts the Services are ready to be performed subject to a reasonable reduction in the Charges attributable so the Service defect(s) and subsequent impact on the provision of the Services; or
 - 6.3.2 it does not accept the Services are ready to be performed, and the Customer shall be entitled to:
 - (a) require a refund of all Charges paid to the Supplier as at the date of the notice; and



(b) terminate this Call-Off Agreement immediately.

7. Data Protection

7.1 The provisions of this clause 7 shall apply during the Call-Off Term and for such time as the Supplier processes Personal Data contained within Customer Data, or other Personal Data supplied to it by the Customer or User for the purposes of the Call-Off Agreement ("Call-Off Data").

7.2 References in this clause to "data controller", "data processor", "data subject", "processing" (and "process" and "processes" shall be construed accordingly), "standard contractual clauses", "supervisory authority" shall have the meanings ascribed to them under EU Data Protection Legislation. To the extent that the Supplier processes Call-Off Data the parties acknowledge that the Customer is the data controller and the Supplier is the data processor in relation to such Call-Off Data.

7.3 In relation to the processing of Call-Off Data, the Supplier shall comply with any obligations that the Supplier has under the Data Protection Legislation (and shall procure that any of its sub-contractors involved in the Processing of Call-Off Data shall comply with any obligations they have under the Data Protection Legislation) in connection with the Call-Off Data.

7.4 The Supplier shall (at its own expense) assist the Customer to comply with any of the Customer's obligations under the Data Protection Legislation. In this regard, the Supplier agrees that it shall (and shall procure that any of its Staff shall):

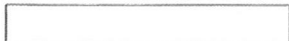
7.4.1 act only on instructions (as may be provided from time to time) from the Customer when processing Call-Off Data, only process such data to the extent necessary to perform its obligations under the Call-Off Agreement and not use such Call-Off data for any other purpose;

7.4.2 not perform its obligations under the Call-Off Agreement in such a way as to cause the Customer or the Supplier to breach any of their respective obligations under Data Protection Legislation;

7.4.3 at all times implement and maintain appropriate technical and organisational measures to protect the Call-Off Data against unauthorised or unlawful processing and against accidental loss, alteration or destruction of, or damage to such Call-Off Data or access to Personal Data transmitted, stored or otherwise processed, ensuring that such measures are regularly reviewed and evaluated and are designed to mitigate risks, in particular those that may lead to physical, material or moral damage, taking into account the state of the art and cost of implementation in relation to the risks and nature of the Personal Data to be protected;

7.4.4 only disclose Call-Off Data to a third party (including any sub-contractors) subject to the Customer's prior specific or general written consent, which consent may be subject to conditions as the Customer may determine at its absolute discretion. Any sub-contracting shall be subject to terms that are at least as comprehensive as those set out in this clause 6;

7.4.5 remain fully liable to the Customer for the acts, errors and omissions of any sub-contractor it appoints under clause 7.4.4 to process the Call-Off Data;



- 7.4.6 if any Call-Off Data is, or the Supplier reasonably suspects (or ought to have reasonably suspected) to be lost or destroyed, accessed or otherwise disclosed to a third party in breach of this Call-Off Agreement, or becomes damaged, corrupted or unusable ("Personal Data Breach"), the Supplier will immediately and no later than 24 hours after becoming aware of or having reasonable grounds to suspect a Personal Data Breach, notify the Customer of such Personal Data Breach and provide full co-operation and assistance to the Customer in order to remedy or mitigate the effects of any such Personal Data Breach;
- 7.4.7 immediately notify the Customer if it receives any complaint, request, notice or communication which relates directly or indirectly to the processing of Call-Off Data under the Call-Off Agreement (including requests from any supervisory authority or any data subject) and provide full co-operation and assistance to the Customer in relation to the same;
- 7.4.8 not cause or permit the processing of Call-Off Data outside the European Economic Area, other than with the Customer's prior written consent, which consent may be subject to such conditions as the Customer may determine at its absolute discretion (which conditions may include, without limitation, Standard Contractual Clauses); and
- 7.4.9 indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Supplier or its Staff, to comply with any of its obligations under this clause 6.
- 7.5 Once the Call-Off Data is no longer required in accordance with the Call-Off Agreement, such as following termination of the Call-Off Agreement for whatever reason, the Supplier shall (and shall procure that any of its Staff shall), at the Customer's discretion and without charge or delay, return the Call-Off Data to the Customer in accordance with the Customer's written instructions or permanently and securely delete the Call-Off Data except where retention of the Call-Off Data is required by law.
- 7.6 The Supplier shall:
- (a) permit the Customer (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data processing activities (and/or those of its agents, subsidiaries and subcontractors) or provide to the Customer an independent third party inspection and audit certificate in lieu of the same and shall comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or
 - (b) subject to clause 7.6, agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in clause 7.6(a) provided such selection is acceptable to the Customer (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).
- 7.7 The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer (or User as applicable) to breach any of its applicable obligations under the Data Protection Legislation.



7.8 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data, or Customer's or User's personal data or other personal data supplied to it by the Customer or User.

7.9 The Supplier shall not store, copy, disclose, or use the Customer Data, or Customer's or User's personal data or other personal data supplied to it by the Customer or User except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer.

7.10 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, or Customer's or User's personal data or other personal data supplied to it by the Customer or User, including back-up data, is a secure system that complies with the Supplier's security policy.

8. License grant

The Supplier warrants and represents to the Customer that it has procured and shall maintain in force until expiry or earlier termination of this Call-Off Agreement any licence required by the Customer or the User in order for them to fully enjoy the benefit of the Services, Supplier Software and Documentation in accordance with all applicable and relevant telecommunications, data protection and other laws, licences and regulations, and that the provision of Services shall not infringe any third party rights.

9. Call-Off Agreement Charges, VAT and Payment

9.1 The Charges for the Services to be provided under this Call-Off Agreement are set out in Appendix 2.

9.2 In consideration of the Supplier's performance of its obligations under this Call-Off Agreement, the Customer shall pay the Charges following the Supplier's invoice issued after the provision of Services following a relevant period specified in the Order.

9.3 The Supplier is not entitled to and shall not charge the Customer any data transport (ingress or egress), charges for moving in and out of Supplier's infrastructure.

9.4 The Supplier shall raise invoices in Euro or, where different, the currency local to the Customer.

9.5 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

10. Force Majeure

10.1 Neither Party shall be liable for any delay in performing or failure to perform its obligations under this Call-Off Agreement to the extent that such delay or failure results from Force Majeure.



- 10.2 Notwithstanding clause 10.1, each Party shall use all reasonable endeavours to continue to perform its obligations under this Call-Off Agreement for the duration of such Force Majeure. However, if the Force Majeure in question prevents either party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.
- 10.3 For the purposes of this clause, "Force Majeure" means any cause preventing either Party from performing any of its obligations which are not within the reasonable control of the Parties which could not have been avoided including:
- (a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
 - (b) revolution, riot, insurrection or other civil commotion;
 - (c) acts of terrorism, sabotage, criminal damage or the threat of such acts;
 - (d) nuclear explosion, radioactive or chemical contamination or ionising radiation; and
 - (e) any effect of the natural elements, including flood, wind, storm, unusually heavy or prolonged rain or accumulation of snow or ice.

11. Termination

Termination on Default

- 11.1 Without affecting any other right or remedy available to it under the Supplier's terms and conditions of service included in the Supplier's Tender, the Customer may terminate this Call-Off Agreement by serving written notice on the Supplier with effect from the date specified in such notice where the Supplier commits a material breach of this Call-Off Agreement and:
- (a) the Supplier has not remedied the material breach to the satisfaction of the Customer within thirty (30) Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - (b) the material breach is not, in the reasonable opinion of the Customer, capable of remedy.
- 11.2 For the purposes of clause 11.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:
- (a) a substantial portion of this Call-Off Agreement; or
 - (b) any of the obligations set out in clauses 5.2, 8 and 9.

Termination on insolvency



11.3 Without affecting any other right or remedy available to it, the Customer may terminate this Call-Off Agreement with immediate effect by giving notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of laws relevant for the jurisdiction of their headquarters;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator within the meaning of laws relevant for the jurisdiction of their headquarters is appointed over the Supplier;
- (e) the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver within the meaning of laws relevant for the jurisdiction of their headquarters;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days;
- (h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.3 (a) to (h) (inclusive); or
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12. Consequences of Termination and Expiry

12.1 Notwithstanding the service of a notice to terminate this Call-Off Agreement, the Supplier shall continue to provide the Services under this Call-Off Agreement until the date of expiry or termination (howsoever arising) of this Call-Off Agreement or such other date as required under this Clause 12.



- 12.2 Termination or expiry of this Call-Off Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Call-Off Agreement before termination or expiry.
- 12.3 The provisions of clauses 12, 15, 16 and 23 shall survive the termination or expiry of this Call-Off Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
- 12.4 Within ten (10) Working Days after the earlier of the date of expiry or termination (howsoever arising) of this Call-Off Agreement, the Supplier shall return (or make available) to the Customer any data (including (if any) Customer Data), in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse the Supplier's pre-agreed and reasonable data conversion expenses), and any other information and all copies thereof owned by the Customer, save that it may keep one (1) copy of any such data or information for a period as is necessary for compliance with its obligations under clause 10 of the Framework Agreement (after which time the data must be deleted).
- 12.5 Upon termination or expiry of this Call-Off Agreement the Supplier shall:
- 12.5.1 delete and securely erase all Customer Data held on or stored by the Supplier Equipment.
- 12.6 The Customer and the Supplier shall comply with the exit and service transfer arrangements as per the Supplier's terms of service included in the Supplier's Tender.
- 13. Subcontracting and assignment**
- 13.1 Without releasing it from any of its obligations or duties hereunder, the Supplier will be entitled at any time and without notice, to use companies in its Group or subcontractors set out in its Tender to perform the Services provided the Supplier's Group companies and subcontractors comply with all the obligations of the Supplier as set out in this Call-Off Agreement. The Supplier shall be liable for the acts and omissions of any such Group companies and/or subcontractors as though they were its own.
- 13.2 Subject to clause 13.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Call-Off Agreement without the prior written consent of the other Party, neither may the Supplier subcontract the whole or any part of its obligations under this Call-Off Agreement except with the express prior written consent of the Customer, such consent not to be unreasonably withheld.
- 13.3 Provided that the Customer has given prior written consent, the Supplier shall be entitled to novate this Call-Off Agreement where:
- (a) the specific change in supplier was provided for in the procurement process for the award of the Framework Agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that



meets the criteria for qualitative selection applied in the procurement process for the award of the Framework Agreement.

14. Call-Off Change Control Procedure

Any request for a Call-Off Change shall be dealt with in accordance with the Call-Off Change Control Procedure.

15. Confidentiality

15.1 Subject to clause 15.2, each Party shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any third party of any matters relating hereto.

15.2 Clause 15.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Call-Off Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 15.1;
- (d) by the Customer of any document to which it is a party and which the Parties to this Call-Off Agreement have agreed contains no Confidential Information;
- (e) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (f) by the Customer to any other department, office or agency of the government, provided that the Customer informs the recipient of any duty of confidence owed in respect of the information; and
- (g) by a Referrer to any User in respect of the Management Information supplied by the Supplier;
- (h) by a Reseller to any User in respect of the Management Information supplied by the Supplier; and
- (i) by the Customer relating to this Call-Off Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

16. Customer Data

16.1 Without prejudice to anything contained within clause 6:

16.2 the Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data;



- 16.3 the Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer;
- 16.4 to the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier, shall supply (or make available) that Customer Data to the Customer as requested by the Customer in accordance with clause 13.4.
- 16.5 to the extent that Customer Data is held and/or Processed by the Supplier, the Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data;
- 16.6 the Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Supplier's security policy; and
- 16.7 if at any time the Supplier suspects or has reason to believe that the Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

17. Severance

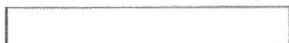
- 17.1 If any provision or part-provision of this Call-Off Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Call-Off Agreement.
- 17.2 If any provision or part-provision of this Call-Off Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Waiver

- 18.1 No failure or delay by a Party to exercise any right or remedy provided under this Call-Off Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.2 Unless otherwise provided in this Call-Off Agreement, rights and remedies under this Call-Off Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

19. Relationship of the Parties

Except as expressly provided otherwise in this Call-Off Agreement, nothing in this Call-Off Agreement, nor any actions taken by the Parties pursuant to this Call-Off Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either



Party to make representations or enter into any commitments for or on behalf of any other Party.

20. Entire Agreement

20.1 Except as expressly provided in this Call-Off Agreement, no terms and conditions, standard or otherwise, contained on any invoice, order form, licence or other document of the Supplier shall apply to the subject matter of this Call-Off Agreement unless expressly stated in this Call-Off Agreement or incorporated as a variation via the Call-Off Change Control Procedure.

20.2 In relation to its subject-matter, this Call-Off Agreement (together with the relevant provisions of the Framework Agreement) is the entire agreement between the Parties and governs their relationship to the exclusion (to the extent permitted by law) of any other terms and conditions, including those upon which any quotation or tender response has been given to the Customer.

20.3 Neither Party has been given, nor entered into this Call-Off Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call-Off Agreement.

20.4 Nothing in this clause shall exclude any liability in respect of misrepresentations made fraudulently.

21. Notices

21.1 Except as otherwise expressly provided within this Call-Off Agreement, no notice or other communication from one Party to the other shall have any validity under this Call-Off Agreement unless made in writing by or on behalf of the Party sending the communication.

21.2 The following table sets out the method by which notices may be served under this Call-Off Agreement and the respective deemed time of service. Communications shall not be deemed received if they are returned as undelivered.

Method of Service	Deemed time of receipt
Email	Four (4) hours after being sent, or, if earlier, when the recipient acknowledges receipt.
By pre-paid first class post	Two (2) Working Days after the day on which the letter was posted or, if earlier, when the recipient acknowledges receipt.

21.3 For the purposes of clause 21.2, the address of each Party shall be:

Supplier: VisionsConnected Netherlands B.V.
Address: Naritaweg 114, 1043 CA Amsterdam
Call-Off Authorised Representative: Sven Schumacher



Customer: CESNET, z. s. p. o.
Address: Žitkova 1903/4, 160 00 Praha 6, the Czech Republic
Call-Off Authorised Representative: Jan Růžička

21.4 Either Party may change its address for service by serving a notice in accordance with this clause.

22. Authorised Representatives

22.1 The Parties' Call-Off Authorised Representatives are set out in clause 21. Each of the Parties' Call-Off Authorised Representatives shall have power to speak for and bind his employer for the purposes of this Call-Off Agreement under it.

22.2 In the event of a Call-Off Authorised Representative becoming unavailable, his or her employer shall nominate someone to take his or her place and notify the other Party in writing.

23. Governing law and jurisdiction

23.1 This Call-Off Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Czech Republic.

23.2 Each Party agrees to submit to the exclusive jurisdiction of the courts of the Czech Republic and for all disputes to be conducted in Prague, the Czech Republic.

This Call-Off Agreement has been entered into on the date stated at the beginning of it.

For and on behalf of CESNET, z. s. p. o.

Signature:

Name: Ing. Jan Gruntorád, CSc.

Title: Managing Director

Date: 27.12.2014

For and on behalf of VisionsConnected Netherlands B.V.

Signature:

Name: R. Alves

Title: Director

Date: 10-1-2018



CALL-OFF AGREEMENT APPENDICES

APPENDIX 1 –Services

License Agreement

CESNET is the National Research and Education Network of Czech Republic. It was established by public universities and the Academy of sciences of the Czech Republic. CESNET is provider of national e-Infrastructure and provides services to research and education institutions and is an integral part of the European and worldwide community of research and education networks.

CESNET is an association of legal entities and is governed by its members (public universities and the Academy of sciences of the Czech Republic). CESNET performs and ensures its activities to the extent of obtained dotations and partial coverage of costs related to these activities. CESNET does not conduct its activities to obtain gain.

The services of CESNET are tailored to the purposes of the community in Czech Republic and can be used by all organizations and institutions that comply to our access policy (<https://www.cesnet.cz/cesnet/documents/access-policy-ap-for-the-cesnet-large-infrastructure/?lang=en>)

CESNET offers its users a broad range of customized and self developed communication applications and constantly enhances its service portfolio. With this Call-Off-Agreement CESNET upgrades its collaboration service and enables the opportunity for easier multimedia communications to all users of the Czech research network (e-Infrastructure) and their communications partners.

Therefore, and in accordance with the written agreement of Pexip, the entire Pexip standard license agreement referenced in the Framework Agreement is void for the purpose of this Call-Off-Agreement.

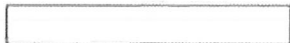
Services

CESNET wants to deploy Pexip Services On-Premises with the unmanaged model. For that purpose, following set of licenses has to be provided:

1. One management node (Productcode PEX1-BASE-PLATFORM)
2. 55 Capacity Licenses (Productcode PEX2-CAPACITY-12)
3. 120 Virtual Meeting Room (VMR) Licenses (Productcode PEX3-VMR-12)
4. Support for Capacity Licenses (Productcode PEX5-MAINT-12)
5. 20 Audio Licenses (Productcode PEX6-AUDIO-12)
6. Support for Audio Licenses (Productcode PEX7-SERVICE-AUDIO-12)

APPENDIX 2 – The Charges

Productcode	Description	Unit	Qty	Extended	Term
PEX1-BASE-PLATFORM (taxable)	Pexip Infinity Software Platform Base Platform Fee. Includes single management node and software upgrades for the duration of the 12-month subscription term.	€ 11.338,00	1	€ 11.338,00	yearly
PEX2-CAPACITY-12 (taxable)	Pexip Infinity Software Platform Capacity License. Includes capacity licenses to be applied and activated on purchased management node for the duration of the 12-month subscription term. Required.	€ 317,46	55	€ 17.460,30	yearly
PEX3-VMR-12 (taxable)	Pexip Infinity Software Platform Virtual Meeting Room (VMR) License. License allows creation and management of VMRs on the purchased management node for the duration of the 12-month subscription term. Optional.*	€ 27,21	120	€ 3.265,20	yearly
PEX5-MAINT-12 (taxable)	Pexip direct end-customer technical support.	€ 88,20	55	€ 4.851,00	yearly
PEX6-AUDIO-12 (taxable)	Pexip Infinity Software Platform Audio License. Includes audio-only licenses to be applied and configured for use on the purchased management node.	€ 17,74	20	€ 354,80	yearly
PEX7-SERVICE-AUDIO-12	Pexip direct end-customer support - Audio licensing. 12 months.	€ 4,56	20	€ 91,20	yearly
Total				€ 37.360,50	



Appendix 3 Call-Off Change Control Procedure – Process

1. General

- 1.1 Requests for Changes to this Call-Off Agreement may be initiated by the Customer or the Supplier.
- 1.2 Until such time as a Change Control Note ("CCN") has been signed by the Parties, the Supplier shall continue to perform its obligations in accordance with the Framework Agreement and this Call-Off Agreement.
- 1.3 Any work undertaken in connection with any proposed Call-Off Change by the Supplier, or its Staff, unless agreed otherwise by the Parties, shall be undertaken at no additional cost to the Customer.
- 1.4 A CCN signed by the Parties shall constitute an amendment to this Call-Off Agreement.

2. Procedure

- 2.1 Where a written request for a Call-Off Change is received from the Customer, the Supplier shall, unless otherwise agreed in writing, submit two (2) copies of a completed CCN signed by the Supplier to the Customer within seven (7) days following the appropriate technical evaluation.
- 2.2 A request for a Change originated by the Supplier shall be submitted direct to the Customer in the form of two (2) copies of a CCN signed by the Supplier.
- 2.3 Each CCN shall be in the form set out in Appendix 4 and shall contain all details reasonably necessary for the Customer to evaluate the Call-Off Change.
- 2.4 For each CCN submitted, the Customer shall within fourteen (14) days evaluate the CCN and as appropriate:
 - (a) request further information;
 - (b) arrange for two (2) copies of the CCN to be signed by or on behalf of the Customer and return one of the copies to the Supplier; or
 - (c) notify the Supplier of the rejection of the CCN.
- 2.5 Should a Party require a longer period of time to prepare, evaluate or agree any CCN then they shall make a request for such extension to the other Party with an indication of the extension time required. The other Party shall not unreasonably refuse this request.



The Parties agree to change the Call-Off Agreement in the manner and in consideration of the terms set out above. Save as expressly set out in this Change Control Note the terms and conditions of the Framework Agreement and the Call-Off Agreements shall remain in full force and effect.

For and on behalf of the Supplier

Signed:	.....	.....
Printed Name:	.....	.....
Title:	.....	.....
Date:	.....	.....

For and on behalf of the Customer

Signed:	.....	.....
Printed Name:	.....	.....
Title:	.....	.....
Date	.....

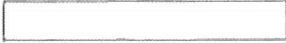


Appendix 5 Management Information Requirements

This Schedule sets out the rights and obligations of the Referrer (in addition to those of GEANT) in respect of Management Information. In respect of such rights and obligations, all references to GEANT in this Schedule shall be read as references to the Referrer.

24. Reporting Requirements

- 24.1 GEANT shall provide the Supplier with a MI reporting template by email prior to or shortly after the first Working Day of each Month ("**Monthly Email**"). It is the responsibility of GEANT to provide the Supplier with an up to date MI reporting template.
- 24.2 The Supplier undertakes to provide timely, full, accurate and complete Management Information ("**MI**") reports to GEANT which incorporate the data, in the correct format, required by the Monthly Email ("**MI Report**"). The MI Report shall be provided in an open format (comma separated values), listing usage and volume per Customer and/or User per country while respecting any privacy concerns and/or legal restrictions.
- 24.3 The Supplier may not make any amendment to the current MI reporting template at any time.
- 24.4 GEANT shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to GEANT.
- 24.5 The Supplier shall use the MI Report to report Orders received, invoices raised during the Month that is being reporting on, regardless of when the work was actually done. The Supplier shall report business once as an Order and once again as an invoice, where the Order and the invoice are raised in different Months. The Supplier shall also inform GEANT of any corrections to previous Months' Management Information in each MI Report.
- 24.6 Any errors or omissions in the MI Report may result in GEANT rejecting the MI Report and an administration charge not exceeding €150 ("**Administration Charge**") being passed onto the Supplier.
- 24.7 The Supplier must submit the MI report by the 7th day of each Month including where there has been no activity in the relevant Month ("**nil returns**"). Where the 7th day of a Month falls on a weekend or public holiday then the Supplier must submit the MI Report by the nearest Working Day before the 7th day of the Month.
- 24.8 The Supplier shall send the MI Report to the sender of the Monthly email or as otherwise communicated to the Supplier from time to time. In the subject line of the return email the Supplier shall insert this Framework number, the Supplier's name and the Month that the MI Report relates to.
- 24.9 The deadline for the MI Report to be submitted is the reporting date calculated in accordance with paragraph 1.7 above. If a MI Report has not been received by the deadline the Supplier will be contacted by a member of GEANT's data team and an administration charge may be added to the relevant invoice.



24.10 "MI Failure" is when an MI Report:

- (a) contains any material errors or material omissions or a missing mandatory field; or
- (b) is not submitted by the reporting date calculated in accordance with paragraph 1.7 above (including where a nil return should have been filed).

24.11 Following an MI Failure, GEANT may issue reminders to the Supplier or require the Supplier to rectify defects in the MI report provided to GEANT. The Supplier shall rectify any deficient or incomplete MI report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

APPENDIX 6: Additional Terms and Mandatory Rules of Local Law

[Insert any additional terms agreed by the Call Off parties here]

In addition to § 9 of the Call-Off Agreement both parties agree to the following payment terms:

Payment for the services is due beginning on the day of service acceptance according to § 6. The charges are set out in appendix 2 of this call-off agreement.

- All orders must be received in writing & with a valid purchase order number
- Pricing is based on a minimum contract period of 12 months
- Payment 12 months upfront
- Payment invoices within 30 days
- This quotation is exclusive VAT

For prorata invoicing one month equals one twelfth of the annual charge and one calendar day equals one thirtieth of the monthly charge.

[Insert any amendments required by mandatory rules of local law here]

If the laws or statutory regulations in the Czech Republic, concerning data protection, change in the future and prescribe requirements not included in this Call-off Agreement, then VisionsConnected shall, at the request of CESNET, also comply with those requirements even beyond the requirements in the call-off agreement.

