



Binding order to provide and arrange services for Lesy hl. m. Prahy (hereinafter referred to as the "Order")

Poskytovatel

Revolgy Business Solutions a.s.  
Klimentská 1246/1  
Praha 1  
110 00  
Česká republika

IČ: 25082159  
DIČ: CZ25082159

Objednatel

Lesy hl. m. Prahy  
Práčská 1885  
Praha  
10600  
CZ

IČ: 45247650  
DIČ: CZ45247650

Google Workspace

Google Workspace Business Plus  
[redacted] / uživatel / měsíc

Cena

CZK 290.00

Množství

95

Celkem bez DPH

CZK 27,550.00

**Celkové měsíční náklady CZK 27,550.00**

Tarify Business Starter, Business Standard a Business Plus lze zakoupit maximálně pro 300 uživatelů. Tarify Enterprise nemají minimální ani maximální počet uživatelů omezen.

Uvedené ceny licencí služby Google Workspace v CZK jsou pouze orientační. Konečná cena licencí služby Google Workspace se určuje podle aktuálního kurzu ČNB k DÚZP daňového dokladu – faktury. Tarif odpovídá pravidelné platbě dle **Všeobecných smluvních podmínek**, nejedná se tedy o jednorázovou platbu.

Výše popsaná cena vždy podléhá finálnímu schválení ze strany společnosti Google.

**Vyberte si Tarif služby Google Workspace**

**Tříletý závazek (měsíční fakturace)**

S tříletým závazkem se zavazujete využívat službu Google Workspace (dříve G Suite) po dobu tří let. Uživatelské licence můžete bez omezení kdykoliv přidávat. Nemůžete je ale v průběhu celého závazku odebrat. Pokud chcete počet licencí snížit, musíte počkat na konec závazku.

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Fakturu vám pošleme jednou měsíčně.

Primární doména Objednatele pro zřízení služby Google Workspace: lesy-praha.cz

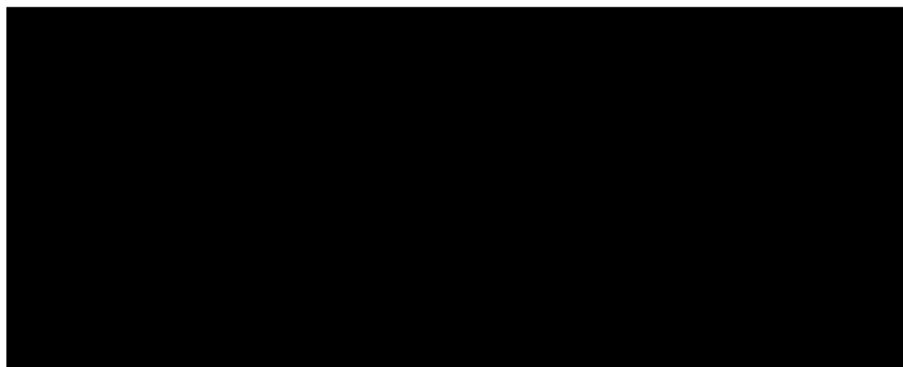
Fakturační kontakt

Celé jméno:

Měna: CZK

Email:

Tel.:



Potvrzením tohoto dokumentu Objednatel potvrzuje, že se seznámil se zde uvedenými smluvními podmínkami a souhlasí s nimi. Tyto podmínky tvoří nedílnou součást právního vztahu mezi Objednatelem a Poskytovatelem při poskytování služeb dle tohoto dokumentu.

[Všeobecné smluvní podmínky Revolgy Business Solutions a.s.](#)

[Zvláštní smluvní podmínky Revolgy Business Solutions a.s. pro služby Google Workspace](#)



# General Terms and Conditions

## Introductory provisions

**1. Revolgy Business Solutions a.s.**, with its registered office in Prague 1, Klimentská 1246/1, Id. No.: 25082159, Tax Id. No.: CZ25082159, registered in the Commercial Register kept by the Municipal Court in Prague, File No. B 26215, (hereinafter referred to as the "**Provider**"), besides providing the Revolgy Services, is authorized based on legal relations with certain Third Parties, to mediate certain services of Third Parties for its Customers.

**2.** The relation between the Provider and Customer abides by these Conditions unless the



**4.** The Provider is neither an operator nor a provider of the Third Party Services themselves unless provided elsewhere otherwise. The conditions for using the Third Party Services and other related rights and obligations are dealt with in a separate legal relation between the Customer and the Third Party which provides or operates the relevant Third Party Service.

**5.** The Provider undertakes that in the course of all of its activities, it shall comply with all obligations based on applicable legal acts and other legal regulations in relation to both private Customers and Customers which are part of the government, state, municipalities or public authorities.

## II. Definitions in this Contract unless expressly stated otherwise:



**1. Customer.** The Customer means a user of the Third Party Services and/or Revolgy Services based on a contractual relation with the Provider. The customer is a natural or legal person who acts during the conclusion and performance of the Contract within its business or other entrepreneurial activity and is not a consumer within the meaning of Sec. 419 Act No. 89/2012 Coll., Civil Code, and is also not a weaker party within the meaning of Sec. 433 par. 2 of the above-mentioned Civil Code.

**2. Third Party.** A Third Party means any entity other than the Provider or Customer.

**3. Contractual Parties.** The Contractual Parties mean the Provider and Customer.

**4. Third Party Services.** The Third Party Services mean services provided by a Third Party which the Provider brokers for the Customer based on a legal relation with the Third Party. A detailed specification of individual Third Party Services is on the Provider's website: [www.revolgy.com](http://www.revolgy.com).

**5. Revolgy Services.** The Revolgy Services mean services provided directly by the Provider.

**6. Services.** The Services mean jointly Third Party Services and Revolgy Services.

**7. Use of Services.** The Use of Services is understood to include all usage of the Third Party Services or Revolgy Services performed by the Customer.

**8. Personal Data and related terms.** The Personal Data and related terms shall have the meanings ascribed to them in the EU Regulation. The Contractual Parties agree and acknowledge that the Data Protection Legislation applies to the processing of Customer Personal Data.

**9. EU Regulation.** EU Regulation means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**10. Contract.** The Contract means a contract concluded by the Provider and Customer dealing with the brokering of the Third Party Services and/or providing the Revolgy Services for the purpose of determining the Contractual Parties' rights and obligations.

**11. Conditions.** The Conditions mean these Revolgy Business Solutions a.s. General Contract Terms and Conditions.

**12. Third Parties' Contractual Conditions.** Third Parties' Contractual Conditions mean the conditions resulting from the legal relation between the Customer and a Third Party which provides or operates the relevant service of the Third Party Services. The Customer can obtain Third Parties' Contractual Conditions from the relevant providers/operators of the Third Party Services unless the Provider refers to them directly on its website: [www.revolgy.com](http://www.revolgy.com).

### III. Subject-matter of the Contract

1. The Provider undertakes to arrange access to the Third Party Services for the Customer and/or provide the Customer with the Revolgy Services within the scope under the Contract, and the Customer undertakes to pay the charges under the Contract in relation with providing the relevant services or access to the relevant services.

### IV. Conditions for using the Third Party Services

1. This part of the Conditions (Art. IV.) only applies to using the Third Party Services.

**2. Third Party Service operation.** The Customer understands that the Provider is neither an operator nor a direct provider of the Third Party Services themselves, but it only mediates the Third Party Services for the Customer. The conditions for using the Third Party Services and other related rights and obligations are stated in Third Parties' Contractual Conditions.

**3. Consent to Third Parties' Contractual Conditions.** By conclusion of the Contract, the Customer undertakes that it will adhere to Third Parties' Contractual Conditions when using the Third Party Services. The Customer is obliged to make reasonable efforts to eliminate a misuse of the Third Party Services by unauthorized entities.

**4. Administration and setting of the Third Party Services.** All administration and setting of the Third Party Services must be carried out solely by the Customer or an authorized person with its own means and at Customer's responsibility unless agreed upon otherwise by the Contractual Parties. Unless agreed otherwise, support provided by the Provider is subject to a fee as defined by price-list published by the Provider.

**5. Quality and availability of the Third Party Services.** By signing the Contract, the Customer undertakes and agrees that the responsibility for the quality and availability of the Third Party Services is borne solely by the relevant provider/operator of the Third Party Services unless agreed upon otherwise by the Contractual Parties. The quality and availability of the Third Party Services and the settlement methods and claims resulting from the responsibility for defects in the Third Party Services abide by the relevant Third Parties' Contractual Conditions.

**6. Technical support.** The technical support related to the Third Party Services abides by the relevant Third Parties' Contractual Conditions. The Provider is not obliged to provide either the Customer or end users with any technical support for the Third Party Services unless agreed upon otherwise by the Contractual Parties.

**7. Responsibility.** The Customer is obliged to refrain from using the Third Party Services in such a way that would contradict the rule of law of the country in which the Customer, Provider or relevant provider/operator of the Third Party Services and possibly their subsidiaries have their registered offices, or which would interfere in third entities' rights or justified interests. The Provider is not responsible for a loss caused by activities or neglect of the provider/operator of the Third Party Services.

## V. Conditions for using the Revolgy Services

1. This part of the Conditions (Art. V.) only applies to using the Revolgy Services.
2. **Revolgy Service operation.** The Revolgy Services are provided by the Provider directly, i.e. on its behalf and at its own responsibility. The Provider will meet its obligation to provide the Revolgy Services by rendering the services in the scope under the Contract.
3. **Conditions for providing the Revolgy Services.** The providing of the Revolgy Services which are, with respect to their character, non-recurring services (i.e. the services are not provided repeatedly during a certain period) is not affected by Art. VII.2, VII.5, X.2, X.3, possibly by other parts of the Conditions if they are non-applicable with respect to the character of the relevant services.
4. **Term and scope of rendering the Revolgy Services.** The terms agreed for providing the Revolgy Services, if they are non-recurring services, and their scope, are determined in the Contract.

## VI. Common conditions for the Use of Services

1. **The place of providing Services.** The Services are provided online via a tool provided by the Provider.
2. **The process of concluding the Contract.** The Contract may be concluded, besides any other official means provided by the Provider, in written form, or by written or email order of the Customer and a written or email confirmation of the Provider, or online via a tool provided by the Provider, on the basis of an order of services and the Customer's acceptance of these Conditions, and confirmation of the order by the Provider in case of Services that require this confirmation and are marked accordingly; in such case the Contract is concluded by confirmation provided by the Provider. If a confirmation of the order is not required, the Contract is concluded upon submission of the order for services by the Customer. The Contract consists of these Conditions and, where applicable, other business terms and conditions that apply to the relevant services, and the specifications of the subject and terms of services in the Customer's order or the Contract.
3. **Cooperation.** The Provider and Customer are obliged to provide each other with all necessary cooperation to fulfil the purpose of the Contract. In particular, they are obliged to communicate, without undue delay, all significant facts which could affect the performance under the Contract or its conditions and technical aspects related to access to the Third Party Services or Revolgy Services if this is possible with respect to their character.
4. **Limitation of Liability.** In view of the scope and character of the provided services, circumstances under which the Contract was concluded, the Contracting Parties' position, the expected amount of the loss, the Contractual Parties have agreed that the responsibility

loss is limited, in case of a claim for damages, to the amount of the Customer's payment for the Third Party Services or Revolgy Services in the past 12 months.

**5. Restrictions.** Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services; (b) use the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage; (c) sublicense, resell, or transfer the Services or any rights in the Services; (d) authorize or permit any portion of the Services to be accessed by another other than Customer End Users; (e) use any component, library, database or other technology included in the Services other than in connection with Customer's use of the Services; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations; or (g) use the Services in any unlawful manner or to facilitate any unlawful acts.

**6. Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services through its accounts, and will promptly notify the Provider of any actual or suspected unauthorized access or use of which it becomes aware.

**7. Feedback.** The Provider may use Customer's feedback about the Services without obligation to Customer, and Customer irrevocably assigns to the Provider all right, title, and interest in that feedback. The Provider can use the Customer's feedback without any limitation, in particular, share the Customer's feedback with other entities and publish such Customer's feedback.

## VII. Invoicing and payment

**1. Price for the Third Party Services and Revolgy Services.** Third Party Services will be charged in accordance with the current prices stated on the Provider's or Third Party's website. The Customer is obliged to pay the charges at the current prices for the Third Party Services, unless agreed upon otherwise by the Contractual Parties. The prices for the Revolgy Services are set by an explicit agreement of the Contractual Parties in the Contract.

**2. Invoicing and payment terms.** All payments due are in the currency indicated in the Contract or invoice (as applicable). Customer will pay for the Services by one of the methods below:

**2.1. Credit or debit card.** If the Customer chooses payment by credit card, debit card or another payment method, the charges for the services under the Contract will be due at the end of the month during which the Customer used the relevant services. Fees shall be considered immediately overdue if the Provider does not receive such payment within 5 days of attempting to charge the Customer's credit card or debit card.

**2.2. Payment by bank transfer.** Provider may, in its absolute discretion, allow Customer to pay for the Services by bank transfer. If Customer chooses to pay by bank transfer, Customer shall pay for the Services within 20 days of the date of the relevant invoice

by Provider to Customer. Fees shall be considered immediately overdue in the event that Customer fails to pay within 20 days of the date of the invoice.

**2.3. Other payment methods.** The Customer may choose another payment method based on an agreement with the Provider.

**3. Invoicing of the Revolgy Services.** If the provision of the Revolgy Services is non-recurring, the Revolgy Services will be invoiced after the proper provision of the Revolgy Services by the Provider based on an invoice complying with the requirements under these Conditions, and issued by the Provider, unless agreed upon otherwise in the Contract. Other services of the Revolgy Services will be charged in the standard way under Art. VII. of these Conditions.

**4. Delayed payment.** If the Customer is in delay with payment under the Contract, the Provider is entitled to claim late payment interest from the Customer at the highest rate permitted by law of the outstanding amount from the due date to the date of full payment of the outstanding amount. In this case, the Customer bears all cost (including fees for legal representation) which the Provider suffers upon collecting those outstanding amounts.

**5. Suspension of Services because of delay.** If the Customer is in delay with payment, the Provider is entitled to suspend the Customer's access to the Third Party Services or Revolgy Services on the following conditions:

**5.1. Automatic suspension.** Customer will have 10 (ten) days to pay Provider overdue fees. If Customer does not pay Provider overdue fees within 10 (ten) days from the overdue date, Provider will automatically suspend Customer's use of the Services. The duration of this suspension will be until the Customer pays Provider all outstanding fees. The Customer is aware and accepts the risk of loss of any or all Customer data in case of suspension of Third Party Services; nor the Provider nor the Third Party takes any responsibility for keeping Customer data in case of suspension of Third Party Services for longer than 30 days.

**5.2. Restoration of Services.** The Provider is obliged to give access to the selected Services not later than on the first working day following the day of crediting the whole outstanding amount to the Provider's account. The Provider will notify the Customer of opening the access to the selected Services electronically by sending a message to the e-mail address stated in the Contract or an order.

**5.3.** If the Customer is in delay for a period longer than 30 (thirty) days, the Provider may withdraw from the Contract for the reason of its substantial breach by the Customer. This does not affect the Provider's right to getting the outstanding amounts, and possibly other rights connected with the Customer's delay.

**6. Taxes.** Customer is responsible for any taxes, and Customer will pay to Provider for the Services without any reduction for such amounts. If the Provider is obligated to collect or pay taxes, the taxes will be invoiced to Customer, unless Customer provides the Provider with a tax exemption certificate authorized by the appropriate taxing authority. If a Customer is r



by law to withhold any taxes from its payments to Provider, Customer must provide the Provider with an official tax receipt or other appropriate documentation to support such payments.

## VIII. Personal data protection and confidential information protection

**1. Personal data protection.** If the Customer hands over any Personal Data to the Provider in connection with the performance of the Contract, the Provider shall protect the Personal Data by the means of advanced technologies corresponding to the level of technology development and requirements of the EU Regulation. The Provider declares that it has taken measures to protect the Personal Data against unauthorized interferences of third persons. However, the Provider is not responsible for possible unauthorized interferences of third persons through which those persons get unauthorized access to the Customer's and individual users' Personal Data, and will use, utilize or misuse the Personal Data, or make them available to third persons. The Customer declares that it is aware of risks resulting for the Customer from the above-mentioned unauthorized interferences of third persons.

**2. Purpose of processing.** Personal Data of the Customer, who is a natural person - entrepreneur, or Personal Data of the contact person and/or individual users of the Customer, who is a legal person, are processed for the purposes of registration of the Customer, performance of the Contract and sending marketing communications related to the performance of the Contract either by Provider or Third Party depending on the particular Third Party Services. Personal Data is provided to the Provider either directly by the data subject or the Provider obtains the data from commercial registry or other registry established by the law in the scope necessary for issuing a tax invoice.

**3. Legal titles of processing.** The legal title of the processing of Personal Data for the purposes of registration of the Customer is the performance of the Contract and the fulfillment of legal obligations in connection with the keeping of accounting and tax documents and supporting documents. The legal title of the processing of Personal Data for the purpose of sending marketing communications related to the performance of the Contract is Provider's legitimate interest of pursuing its commercial activities.

**4. Restriction on handling the data.** The Provider will not, without the Customer's prior consent, process, share, sell or use the provided Personal Data in such a way that would contradict these Conditions or the Contract.

**5. Personal data processing.** The Provider is entitled, when fulfilling the obligations under the EU Regulation and relevant Personal Data protection legislation, to transfer Personal Data to its processors and service providers whose list is available at the Provider. The Provider may transfer Personal Data to processors in EU or non-EU countries where Personal Data protection is always guaranteed by the European Commission's standard contractual clauses in accordance with the EU Regulation, and, in accordance with point (f) of Article 13 (1) of the EU Regulation. Provider shall provide on request the information where personal data have been made available. The Provider warrants that any involvement of data processing entities is in compliance with

Article 28 of the EU Regulation. Data processors provide necessary information to the Provider in relation to verification of compliance of the Provider with Article 28 of the EU Regulation, upon request.

**6. Term of the data processing.** Personal data will be processed by the Provider for an indefinite period of time until the time the purposes for which they are processed are fulfilled.

**7. Data Subject's Rights.** In accordance with the EU Regulation and relevant Personal Data protection legislation, the data subject is entitled to:

- 7.1. request Provider to have access to Personal Data and their possible correction or deletion,
- 7.2. at any time to request information regarding the processing of Personal Data in the legal scope,
- 7.3. object to processing or to demand restrictions on the processing of Personal Data,
- 7.4. transfer personally identifiable information to another controller,
- 7.5. not be the subject of any decision based solely on automated processing, including profiling, which would have legal effects for or would have a significant impact on the data subject,
- 7.6. contact the Office for Personal Data Protection with any request or complaint.

**8. Personal data processing by Third Parties.** The Provider does not take any responsibility for processing the Personal Data included by the Customer or on its behalf in the Third Party Services. All Personal Data processing arranged by the Customer through the Third Party Services, if this occurs under the Contract, abides by the conditions for Personal Data processing of the relevant Third Party. The Customer is obliged, prior to providing the Personal Data, to acquaint itself in time with the conditions for Personal Data processing of Third Parties, and assign the identical obligation to all users of the Services within the Customer's domain.

**9. Personal Data processing for Third party's communication with Customer.** Customer is aware that its contact details will be provided to the Third Party providing Third Party Services to allow the Third party to communicate directly with the Customer for the following purposes:

- 9.1. as required to execute any non-standard Customer orders;
- 9.2. for purposes related to the provisioning of the Third Party Services to Customer, including in relation to any Third Services updates or security incidents;
- 9.3. to ensure the Customer is notified of available options to maintain continuity in Third Party Services provisioning;
- 9.4. to conduct customer service and satisfaction surveys.

**10. Access to Personal Data within the Revolgy Services and Third Party Services.** The Customer is fully responsible for arranging the setting of access to the Personal Data entered by the Customer when using the Revolgy Services and Third Party Services.

**11. Termination of Personal Data protection and confidential information protection.** In case of termination of the Contract each Contracting Party is obliged, if requested by the other Contracting Party, to return or destroy all Personal Data and confidential information related to the other Contracting Party (except for the information which the Contractual parties are obliged to keep based on relevant legal regulations).

## IX. Consent to the conditions

**1. Consent to the Conditions.** The Customer and each of the Customer's users (i.e. an end user of the relevant service) are obliged to acquaint themselves with these Conditions prior to starting the Use of Services. The consent, besides concluding the Contract, is in fact also expressed when the Customer, possibly directly the Customer's user, begins to use any of the Revolgy Services or any Third Party Service. If the Customer or the Customer's user does not agree to these Conditions, it is obliged to refrain from the Use of Services.

### 2. Amendments and the effect of amendments to the Conditions

**2.1. Amendments to the Conditions.** The Provider is entitled to make commercially reasonable amendments to the contents of these Conditions. The proposal of an amendment to the Conditions will be communicated by the Provider with the Customer.

**2.2. Effect of amendments to the Conditions.** In relation to the Customer that has concluded the Contract for a definite period of time, amendments to the Conditions will not come into effect before an end of the term for which the Contract was concluded. If the effective period of the Contract is extended to an indefinite period of time, amendments to the Conditions will come into effect on the day following the day on which the original effective period of the Contract should have ended. In relation to the Customer that has concluded the Contract for an indefinite period of time, amendments to the Conditions will come into effect not sooner than as of the beginning of a new accounting period. In relation to each Customer, amendments come into effect only if the Customer expresses consent to such amendments. The Customer's consent is considered to be expressed either by clicking the relevant button expressing content to the amendment to the Conditions, or by carrying on the Use of Services by the Customer after the date determined by the Provider as the date on which the amendment to the Conditions comes into effect. If the Customer does not agree to amendments to these Conditions, it is obliged to refrain from the Use of Services after the amendments to the Conditions come into effect. Any amendments to these Conditions come into effect on the day determined by the Provider, however, not sooner than on the 15th day after being released on the Provider's website.

**2.3. Previous Conditions.** These Conditions replace any prior business terms and conditions applicable to Services provided or mediated by the Provider.

## X. Term and effective period of the Contract

**1. Effective period of the Contract.** Unless stated otherwise in the Contract, it is concluded for an indefinite period of time.

**2. Termination of the Contract.** The Contract may be terminated (i) automatically by expiration of the period for which it was concluded unless it is prolonged automatically, (ii) for any reason only as of an end of the determined period on condition that a notice will be delivered to the other Contracting Party not later than 15 days before the expiry date of the relevant period in case it is prolonged automatically, (iii) for any reason if the Contract is concluded for an indefinite period of time under conditions as stipulated by law. This Contract may also be terminated upon delivery of the termination notice to the Customer provided if it turns out that the Customer is not a business company or entrepreneur as defined in Sec. II 1. of these Conditions.

**3. Withdrawal from the Contract.** Any Contractual Party is entitled to withdraw from the Contract if the other Contracting Party substantially breaches the Contract. The substantial breach of the Contract by the Customer is considered to include particularly a breach of obligations under Art. VI.5 and Art. VI.6 of these Conditions, substantial breach of Third Parties' Contractual Conditions in case of using the Third Party Services, and payment for the Services under the Contract delayed for more than 20 days. The substantial breach of the Contract by the Provider is considered to include particularly a breach of obligations under Art. III.1 of these Conditions.

**4.** The Provider is entitled to withdraw from the Contract

**4.1.** in case of insolvency proceedings initiated against the Customer under relevant legal regulations,

**4.2.** if the Contract between the Customer and a Third Party ceases to exist, the Contract deals with the brokering of the Third Party Services, and the Contract is a necessary requirement for using the Third Party Services by the Customer. This condition does not apply to using the Revolgy Services.

**5.** If the Contract ceases to exist, the Provider shall provide the Customer with necessary collaboration for the transfer/migration of the user accounts and information stored by the Customer within the Third Party Services, if possible, possibly also within the Revolgy Services with respect to their character, from the infrastructure of the provider/operator of the Third Party Services, or the infrastructure of the Provider, back to the infrastructure of the Customer. For this purpose, the Contractual Parties undertake to elaborate a plan for the transfer of Services. This activity related to the migration of data will be remunerated to the Provider in accordance with the current prices of Services.

**6.** Each Contractual Party is obliged to notify the other Party in writing or by e-mail of the withdrawal from the Contract. The notification on the withdrawal from the Contract must contain the reason for which the Contractual Party withdraws from the Contract, and a reference to relevant provisions of the Contract (possibly the Conditions), otherwise the withdrawal will

void. Upon withdrawal from the Contract, the Contract ceases to exist on the day of delivering the notice to the other Contractual Party.

## XI. General provisions

**1. Alteration of rates.** Regarding a new contractual period, the prices/rates corresponding to the current prices of Services valid at the time of the beginning of a new contractual period will always be in force unless agreed upon otherwise by the Contractual Parties.

**2. Alteration of the Services.** The Customer may change an order of the Revolgy Services or Third Party Services in accordance with Article VI.2 of these Conditions. Such alteration will be considered to be an amendment to the Contract.

## XII. Final provisions

**1. Customer's Declaration.** By accepting these Conditions and Contract, the Customer confirms that (i) has become familiar with these Conditions and expressly accepts all of their provisions, (ii) is an entrepreneur acting in his / her business activity, (iii) is not considered to be a weaker contracting party, (iv) expressly accepts the risk of a substantial change in circumstances in cases the change in circumstances is so significant that creates a particularly gross imbalance in the rights and obligations of the parties and will not seek the renewal of the negotiation of the Contract, as well as the termination of the Contract by a court.

**2. Communication.** All communication between the Provider and Customer may be done either in writing or by e-mail. The e-mail address for notices to the Provider is [contracts@revolgy.com](mailto:contracts@revolgy.com). The Customer is required to provide contact details to its authorized person(s) (name, e-mail address, telephone) for the purposes of (i) sending invoices, (ii) emergency issues, (iii) order, cancellation or change of ordered Services, (iv) payment methods (card/transfer), (v) currency selection on the invoice (CZK/EUR). Communication from the Provider related to one or more Customers may also be done by the Provider in the form of releasing a certain notification on the Provider's website (for instance in case of a notification of an amendment to these Conditions). If any of the above-mentioned communication methods are used, a written form is held to be observed. Oral communication between the Provider and Customer may be done over the telephone or through similar services that enable a long-distance transmission of voice.

**3. Governing law and collision regulations.** These Conditions and the Contract, as well as all legal relations arising, or those that will arise in the future, between the Provider and Customer as the other party in connection with performing the Contract abide by the rule of law of the Czech Republic.

**4. Settlement of disputes.** All disputes arising on the basis of the Contract or in connection with it will be finally decided in legal proceedings by ordinary courts of the Czech Republic.

**5. Language version.** The binding language version of these Conditions is the language version which was provided to the Customer. If there are more versions, the English language version is binding and if the English version is not available, the Czech version is binding.

**6. Severability clause.** If any provision of these Conditions is, or becomes to be in the future, invalid or unenforceable as a whole or in part, it will be entirely severable from other provisions of these Conditions, and such invalidity or unenforceability will not affect the validity and enforceability of any other provisions of these Conditions. In this case the Provider will replace such invalid or unenforceable provision with another provision which will correspond to the contents of the original provision as much as possible.

**7. Effective date.** This version of the Conditions comes into effect on September 17, 2020.

We make the cloud work for you. Fast-track to success with flexible on-demand cloud services. We bring you cloud technologies adapted to your needs, with rapid time-to-value and innovative solutions.

## CLOUD SERVICES

Cloud Platform Services

Professional Services

Managed Services

OCRE Framework

AWS WorkSpaces

## GOOGLE WORKSPACE

Add-on solutions

Implementation management

Security audit

Support & Customer portal

Workshops & Training

## TECHNOLOGY

Google Workspace

Google Cloud

Amazon Web Services

StackShare

GitHub

## INDUSTRIES

E-commerce & Retail

Financial Services

FinTech

Gaming

Public & Government

## INSIGHTS

Blog

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# Special Contract Terms of Revolgy for G Suite/Google Workspace Services

## I. Introductory Provisions

These Special Contract Terms of Revolgy Business Solutions a.s. for G Suite/Google Workspace Services (hereinafter "**G Suite/Google Workspace SCT's**") only apply to using G Suite/Google Workspace Services, next to the General Contract Terms and Conditions of Revolgy Business Solutions a.s. (hereinafter "**the T&C**"). If there is any contradiction between G Suite/Google Workspace SCT's and the T&C, G Suite/Google Workspace SCT's shall prevail.

**G Suite/Google Workspace Services** are meant to be a packet of applications designed to be applied in the Customer's own Internet domain and marked as G Suite/Google Workspace core services and G Suite/Google Workspace non-core services. A detailed description of individual G Suite/Google Workspace Services is given mainly in the agreement between Google Company and the Customer, which can be found at: <http://g.Revolgy.cz/google-apps-contract>.

The G Suite/Google Workspace Services will be provided in accordance with this Agreement and the SLA available at [http://www.google.com/apps/intl/en/terms/reseller\\_sla.html](http://www.google.com/apps/intl/en/terms/reseller_sla.html). The provider will provide Customer with an Admin Account to use for administering the End User Accounts and other features of the Services. Customer shall: (a) administer End User Accounts using the Admin Console and Admin Tools, and (b) determine the Services to be provided to End Users.

## II. Invoicing and Payment for Using G Suite/Google Workspace Services

**Price of G Suite/Google Workspace Services.** Any and all fees for using G Suite/Google Workspace Services are fixed in the Contract or Binding Order. For the purpose of G Suite/Google Workspace, SCT's the Contract is based on **Binding Order to Provide and Arrange Services** (as defined in Terms, and hereinafter referred to as the Contract). In the event that fees are not presented in the Contract or Binding Order, all G Suite/Google Workspace Services will be paid for according to the prices quoted on the website [revolgy.com](http://revolgy.com), which are currently in force.

**Invoicing.** When entering into a Contract, the Customer must select either the Flexible Plan or Annual Plans when it orders the Services, unless otherwise stated in the Contract.

**a) Flexible plan.** If Customer selects Flexible Plan Provider will provide Customer with the monthly rate per End User Account for the Services when Customer orders the Services ("Monthly Rate"). Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Provider via the Admin Console. The provider will use the Monthly Rate to calculate, on a pro-rated basis, the total Fees payable by Customer per day based on the number of End User Accounts Customer holds on that day. Any partial day of Services or End User Account validity will be rounded up to a full day for the purposes of calculating Fees. The provider will bill Customer the Fees for the Services monthly in arrears where Customer is on the Flexible Plan.

**b) Annual plan (monthly payments).** If Customer selects Annual Plan with monthly payments Provider will provide the Customer with the annual rate for the Services when Customer orders the Services based on the number of End User Accounts specified by Customer. The Fees for the Annual Plan shall be payable in monthly instalment (which shall be pro-rated for partial months). Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Google via the Admin Console. Where Customer increases the number of End User Accounts this shall increase Customer's annual commitment under the Annual Plan and Provider shall increase the Fees payable by Customer under the Annual Plan based on the number of additional End User Accounts at the price per End User Account in the Annual Plan. Where Customer decreases the number of End User Accounts via the Admin Console, this will not reduce Customer's annual commitment under the Annual Plan and will not reduce the Fees payable under the Annual Plan.

**c) Annual plan (annual payment).** If Customer selects Annual Plan with annual payments Provider will provide the Customer with the annual rate for the Services when Customer orders the Services based on the number of End User Accounts specified by Customer. The Fees for the Annual Plan shall be payable in advance with annual payments. Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Google via the Admin Console. Where Customer increases the number of End User Accounts this shall increase Customer's annual commitment under the Annual Plan and Provider shall bill the Customer with prorated Fees for the rest of the annual period based on the number of additional End User Accounts at the price per End User Account in the Annual Plan. Where Customer decreases the number of End User Accounts via the

Admin Console, this will not reduce Customer's annual commitment under the Annual Plan and will not reduce the Fees payable under the Annual Plan.

**Payments.** Payment methods are specified in the General Terms and Conditions article VII. Invoicing and payment, paragraph 2. Payment terms

### **Possibility of changing the chosen plan in the course of using G Suite/Google Workspace Services.**

a) If the Customer uses G Suite/Google Workspace Services in the Flexible plan, it is entitled to ask the Provider in writing, at any time during such using, for changing the existing plan to annual plan. Such a change becomes effective on the day following the day the relevant request was delivered to Provider.

b) If the Customer uses G Suite/Google Workspace Services in the annual plan regime, it is not entitled to change the existing plan in the course of the agreed period of time.

A written request for a change of the plan chosen in the Contract shall be sent by the Customer to the Provider to the following e-mail address: [ask@revolgy.com](mailto:ask@revolgy.com) or entered through Customer Portal.

**Suspension of G Suite/Google Workspace Services for Non-Payment.** If the Customer is in delay, the Provider is entitled to suspend the Customer's access to G Suite/Google Workspace Services under the following conditions:

a) Automatic suspension. Customer will have 30 (thirty) days to pay Provider overdue Fees. If Customer does not pay Provider overdue Fees within 30 (thirty) days from the overdue date, Provider will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Provider all outstanding Fees.

b) During suspension. If Customer is on the Flexible Plan Provider will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer is on the Annual Plans, Provider will continue to charge Customer monthly Fees during Customer's suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.

c) Termination after suspension. If any overdue Fees are not paid within 60 days of the overdue date, Provider may immediately terminate this Agreement on written notice to Customer (which may be by email).

d) Restoration of services after suspension. The Provider is obliged to ensure access to the Services no later than the first working day following the day all the amount due was credited to the Provider's account. The Provider shall inform the Customer about the restoration of access to the Services (which may be by email).

**Renewal of G Suite/Google Workspace Services** Renewal under Annual Plan.

- a) if Customer is on the Annual Plan, the Services and all End User Accounts previously purchased by Customer shall automatically be switched to the Flexible Plan at the end of the Services Term.
- b) if Customer is on the Annual Plan and wants to renew the Services and all End User Accounts previously purchased by Customer and remain on the Annual Plan, the Customer must change the renewal settings in the Customer Portal to select the Annual Plan before the end of the current Services Term for the Annual Plan has ended and the Services and all previously purchased End User Accounts will renew under the Annual Plan for a Renewal Term.
- c) Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Provider via the Customer Portal. Customer will continue to pay Provider the then-current Fees for each renewed End User Account unless Customer and Provider mutually agree otherwise. If Provider does not want the Services to renew under the Annual Plan, Provider will provide Customer written notice (which may be by email) at least 15 (fifteen) days prior to the end of the then-current Services Term. This notice of non-renewal will be effective upon the conclusion of the then-current Services Term and the Agreement shall automatically terminate.

### III. Consent to the Terms

**1) Consent to G Suite/Google Workspace SCT's.** Before starting to use G Suite/Google Workspace Services, the Customer is obliged to acquaint itself with these G Suite/Google Workspace SCT's, in addition to the Terms. Besides the conclusion of a contract, consent is also factually expressed by the fact that the Customer, possibly directly some of the Customer's users, starts using any of G Suite/Google Workspace Services. If the Customer or some of the Customer's users dissents from these SCT's, it is obliged to refrain from using G Suite/Google Workspace Services.

#### **2) Changes to and effectiveness of changes to the terms.**

**a) Changes to the terms.** The Provider is entitled to make commercially reasonable changes to the contents of these G Suite/Google Workspace SCT's. A proposal for a change to G Suite/Google Workspace SCT's shall be communicated by the Provider to the Customer.

**b) Effectiveness of changes to the terms.** In relation to the Customer that entered into a Contract for a definite time, changes to G Suite/Google Workspace SCT's shall not become effective before the termination of the period for which the contract was entered into. In relation to the Customer that entered into a Contract for an indefinite time, changes to these G Suite/Google Workspace SCT's become effective no sooner than the beginning of a new settlement period. In the event that the effectiveness of a Contract is prolonged for a definite time, changes to G Suite/Google Workspace SCT's become effective on the day following the day the original effectiveness of the Contract should have expired. In relation to each Customer changes only become effective if the Customer grants its consent to such changes. As a display of consent on the part of the Customer is deemed either a click

on the relevant button expressing consent to a change to G Suite/Google Workspace SCT's or continuing to use G Suite/Google Workspace Services on the part of the Customer even after the date fixed by the Provider as date of effectiveness of a change to G Suite/Google Workspace SCT's. If the Customer dissents from changes to G Suite/Google Workspace SCT's, it is obliged to refrain from using G Suite/Google Workspace Services after a change to G Suite/Google Workspace SCT's becomes effective. Any changes to these G Suite/Google Workspace SCT's become effective on the day fixed by the Provider, however, no sooner than the 15th day after being published on the Provider's websites.

## IV. Accounts of End Users

**Change in the number of end-users.** The Customer may change the number of accounts of end-users of G Suite/Google Workspace Services by communicating their respective number to the Provider. In such a case, the Customer will continue to pay the Provider then-current fees for each renewed end-user account, unless the Contracting Parties agree otherwise or unless otherwise provided in the Contract.

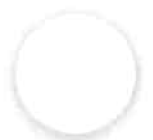
**Requesting accounts of end-users.** The Customer may request the accounts of end-users: (i) by sending a notice to its assigned account administrator providing/operating G Suite/Google Workspace Services or (ii) by ordering the accounts of end-users by means of an administrator's console.

## V. Change to the parameters of G Suite/Google Workspace Services.

The Customer may request the accounts of end-users: (i) by sending a notice to its assigned account administrator providing/operating G Suite/Google Workspace Services or (ii) by ordering the accounts of end-users by means of an administrator's console.

## VI. Effectiveness.

This wording of G Suite/Google Workspace SCT's becomes effective on 1 November 2016.



We make the cloud work for you. Fast-track to success with flexible on-demand cloud services. We bring you cloud technologies adapted to your needs, with rapid time-to-value and innovative solutions.

## CLOUD SERVICES

Cloud Platform Services

Professional Services

Managed Services

OCRE Framework

AWS WorkSpaces

## GOOGLE WORKSPACE

Add-on solutions

Implementation management

Security audit

Support & Customer portal

Workshops & Training

## TECHNOLOGY

Google Workspace

Google Cloud

Amazon Web Services

StackShare

GitHub

## INDUSTRIES

E-commerce & Retail

Financial Services

FinTech

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