

## Lease Agreement

### Lessor

**Business name:** CZ.NIC, z. s. p. o.  
**Registered office:** Milešovská 1136/5, 130 00 Prague 3  
**ID No.:** 67985726  
**Tax Id. No.:** CZ67985726  
**Represented by:** Mgr. Ondřej Filip, MBA, Managing Director  
Entered in the Associations Register kept on file by the Municipal Court in Prague, file number L 58624

and

### Lessee

**Name/title/business name:** \_\_\_\_\_  
**Represented by (for legal entities only):** \_\_\_\_\_  
**Place of residence/registered office:** \_\_\_\_\_  
**born on/Id. No.:** \_\_\_\_\_  
**E-mail address:** \_\_\_\_\_  
**Registered (for legal entities only):** \_\_\_\_\_

hereby enter into the following **Lease Agreement** in accordance with the provisions of Section 2201 et seq. of the Civil Code.

## 1. SUBJECT AND PURPOSE OF THE AGREEMENT

- 1.1. The Lessor monitors, analyses and collects data regarding incidents related to computer networks, and is involved in the area of network security and network uptime monitoring. For this purpose, the Lessor provides the Lessee with computer equipment for the monitoring, analysis and collection of data regarding security incidents (hereinafter the "Project"). The purpose of the Project is especially to improve the protection of the home user (Lessee) against external attacks aimed at the home network and to evaluate and analyse suspicious data streams detected by the device leased to the Lessee pursuant to this Agreement. Based on the monitoring, analysis and collection of data, the Lessor will be able to initiate and design further enhancements, within the Lessor's research efforts, and support the implementation of new technologies in the area of hardware or software.
- 1.2. Pursuant to this Agreement, the Lessor provides the Lessee with the following device

Brand	Turris Router, model: according to the delivery note
Serial number (SN)	According to the delivery note
Specification	According to the delivery note
Price	CZK 12,000 (twelve thousand Czech crowns) incl. VAT pursuant to the applicable law

(hereinafter the "**Device**") for use during the agreed period of time and under the terms and conditions agreed hereunder.

- 1.3. By signing this Agreement, the Lessee hereby agrees to use the Device for the monitoring, analysis and collection of data in accordance with Article 1.1 and agrees to enable the Lessor to carry out the activities described in this Agreement during the entire lease term.

## **2. RENT**

- 2.1. The rent is agreed in the amount of **CZK 1.00** (one Czech crown) without VAT for the entire lease term. The Lessee hereby acknowledges that the rent has been set to reflect the fact that during the lease term the Lessor will be entitled to carry out the activities described in this Agreement, for the purpose described in Article 1.1, related to the Device.
- 2.2. The rent is payable upon the delivery of the Device to the Lessee, but no later than within 14 days following the date of the invoice (tax document) with the specification of the rent.

## **3. TERM OF LEASE**

- 3.1. The lease is hereby agreed for a fixed term of 3 (three) years, with effect as of the date of the acceptance of the Device.
- 3.2. The Lessor shall be entitled to serve a written notice to terminate this Agreement as a consequence of the following circumstances:
  - 3.2.1. The Lessee does not use the Device in accordance with this Agreement over a period longer than 30 (thirty) days, either continuously or in the aggregate for a period of 6 (six) consecutive calendar months, or
  - 3.2.2. The Lessee violates any of the provisions of this Agreement and this violation either cannot be remedied or the Lessor fails to ensure adequate remedy without undue delay after the Lessor is warned about such a violation by the Lessor in writing.
- 3.3. Notices of this Agreement submitted under Article 3.2 by the Lessor are subject to a 1 (one) week notice period commencing as of the delivery of the notice to the Lessee.
- 3.4. Should the Lessor violate any provisions of this Agreement, the Lessee shall be entitled to serve a written notice to terminate this Agreement, subject to a 1 (one) week notice period, commencing as of the delivery of the notice to the Lessor. During the notice period according to this Article, the Lessee shall not be obliged to use the Device within the meaning of Article 6.1 of this Agreement.
- 3.5. The Lessee and the Lessor shall also be entitled to submit a written notice to terminate this Agreement without giving a reason. Under such circumstances, the notice period shall be 1 (one) month commencing as of the delivery of the notice to the other Party.

## **4. USE OF DEVICE TO COLLECT DATA**

- 4.1. The Lessor is entitled to monitor and collect the data passing through the Device for the purpose of security analyses and generating statistics. The following data will be monitored and collected:
  - 4.1.1. data identifying the communication protocol, the source and target (technical description - data at the level of the packet headers, particularly to distinguish IPv4/IPv6 or TCP/UDP, packet type, identification of the source and target address, source and target port, communication time);
  - 4.1.2. data from the application layer that have the nature of metadata (e.g. the contents of DNS packets, http protocol headers, certificates used in the initialization of TLS sessions, etc.),

- exclusively provided that they are essential for the relevant security analysis and subject to compliance with the terms and conditions set out in Art. 4.2.,
- 4.1.3. statistical data on the session, including the packet size, the protocol used, the volume of data transferred under a single session; and
- 4.1.4. data from the logs of unauthorized accesses from the firewall, to the extent corresponding to Article 4.1.1.
- 4.2. The monitored and collected data will not include the content of communication (the internal packet content). The Lessor agrees not to monitor or collect data regarding the content of communication, including personal data, passwords, etc., included in the transmitted packets, except for the data analysis under Art. [4.1.2.](#) Even in the latter case, the Lessor agrees not monitor or collect information containing logins, passwords, session cookies, private keys and other authentication and identification data.
- 4.3. For the purpose of testing the network uptime (e.g. analysis of the network service uptime), the Lessor shall be entitled to establish a connection between the Device and third party network devices. The Lessor undertakes to keep the volume of such generated data streams to the necessary minimum (maximum volume of 100 MB per calendar month, unless the Lessee requires otherwise in the Project user site or directly on the Device) and not to use the service in conflict with the rights and legitimate interests of the owners/operators of the target devices, and the Lessee.
- 4.4. The Lessor is only entitled to monitor and analyse the network traffic between the internal network and the Internet, while the traffic inside the internal network will not be monitored or analysed in any way.
- 4.5. The Lessor is entitled to collect, monitor and analyse technical data regarding the Device status, especially
- 4.5.1. temperature, voltage and current - from the Device's internal sensors;
- 4.5.2. the use of CPU and RAM, allocation and damaging (bad blocks) of the internal flash memory;
- 4.5.3. errors (application log listings) in the software pre-installed by the Lessor or software installed by the Lessor in the Device during the lease term (Article [6.3](#) and 7.1 of this Agreement) for purposes described in Article 1.1 of this Agreement.

## **5. HANDLING OF ACQUIRED DATA**

- 5.1. The Lessor undertakes to analyse the data to the maximum possible extent and directly in the Device, if possible with respect to the analysis nature, and to only transfer the data acquired from the analyses to the servers directly controlled by the Lessor. In other cases, it is only possible to transfer data to the servers directly controlled by the Lessor if such data cannot be processed directly in the Device. Data will be transferred from the Device to the servers directly controlled by the Lessor through an encrypted connection with a direct control of the server certificate.
- 5.2. The Lessor undertakes to store the data acquired from the Device within a dedicated data repository, accessible to just a limited number of the Lessor's employees authorized to carry out the tasks specified in Article 1.1.
- 5.3. Data collected for the purpose of the analysis will be stored separately from the Lessee's database. During the analyses, the Lessor's employees will not have access to any information about the Lessee, but only to the unique identification of the Device. The data obtained from the Device and the Lessee's identity can only be paired for the purpose of informing the Lessee about potential security incidents or risks, where, for example, the risk is of such a nature that informing about the results of the analysis using the general form of communication would be insufficient.

- 5.4. The Lessor is only entitled to store and process the obtained data during the period of time necessary for the analysis and processing thereof, but not more than 10 days following the day on which the data is obtained from the Device. The Lessor is obliged to irreversibly delete the data after expiry of the above period of time. Subsequently, the Lessor shall only be entitled to store and process aggregated data which will not enable any clear identification of the source and target of the communication. This obligation does not apply to the technical data under Art.4.5 which the Lessor is entitled to store and process without restriction.
- 5.5. The Lessor shall be entitled to share data with third parties especially for the purpose of informing them about the potential security risks, always in such a manner that such data do not allow for any unambiguous identification of the Lessee. Third parties may also be provided with data obtained by analysing traffic on the Device for the purpose of further research and development and sharing of information which is important for achieving the object and purpose thereof, e.g. exchange of data and information about the detected malware. However, the data must always be anonymized so that it is impossible to identify the Lessee and the specific Device.
- 5.6. The Lessor undertakes to provide the Lessee, upon the Lessee's request, with a statistical summary derived from the data collected from the Device. The Lessee will also have access to a summary of this type from the Project user site.
- 5.7. The Lessor shall not be liable to the Lessee for any damage incurred by the Lessee as a consequence of suspicious data streams, malicious network traffic or external attacks. The Device shall especially serve for the monitoring, analysis and collection of data regarding security incidents, research in the area of network security and the initiation and proposals for improvements in this area (see Article 1.1. of this Agreement). The Lessor does not provide the Lessee with any protection against network attacks, malicious data streams and other security incidents which may occur with the Internet.

## **6. LESSEE'S RESPONSIBILITIES**

- 6.1. The Lessee undertakes to use the Device as the main access point for the communication with the Internet, in accordance with the purpose thereof, during the entire term of lease on a 24/7 basis, starting from the moment the Device is installed or within 14 days following the acceptance thereof, whichever may be earlier. The use of the Device shall mean that the Device must be accessible from the Internet, under a public IP address. If the Lessee needs to prioritise some other device to the Device, such as an ADSL, VDSL or data cable, that prioritised device must be fully transparent in terms of network operation (preferably in the bridge mode).
- 6.2. The Lessee is not authorized to sublease the Device. The Lessee shall also be entitled to use the Device outside the place of residence/registered office/place of business (establishment), provided, however, that the provisions of Article 6.1 are followed. If the Lessee enables other persons to use the Device, the Lessee shall inform such persons about the Device functionalities according to this Agreement, and the scope and manner of handling the data obtained pursuant to this Agreement.
- 6.3. The Lessee is entitled to make modifications or changes to the Device software (such as installing additional software, which shall only serve for the Lessee's needs) if this does not lead to any risk or disruption of the subject and purpose of this Agreement. Where necessary, the Lessee undertakes to carry out modifications or changes to the Device software (including firmware) upon the Lessor's request, beyond the scope of Device updates, according to the Lessor's instructions and by the given deadline.
- 6.4. The Lessee undertakes not to make any changes to the Device settings that may prevent or hinder the monitoring or collection of data carried out by the Lessor, or that may lead to any distortion of the results or incompleteness of the obtained data, except for any changes explicitly approved/enabled by the Lessor.

- 6.5. The Lessee is not entitled to interfere in any manner in the communication between the Device and the Lessor's servers, or communication with the Lessor's servers designated for the collection of data from the Device, outside the scope of the automatic communication between the devices and these servers.
- 6.6. The Lessee agrees to enable Device updates without any restrictions.
- 6.7. The Lessee acknowledges and agrees that for the purposes of fulfilling the subject and purpose of this Agreement, data will be transferred from/to the Device (updates and upgrades of the Device software, transmission of data for analyses), provided that the volumes of the data transmissions for at least the previous time period (usually a calendar month) can be obtained from the Project user site and, as a general rule, it shall not be higher than 400 MB per calendar month. All payments for data transfers through the Device will be paid for by the Lessee in full, and the Lessee shall not be entitled to any refund of the costs or any part thereof from the Lessor.
- 6.8. The Lessee declares that the Lessee has become thoroughly familiarized with the subject and purpose of this Agreement and the Project objectives, and agrees with the processing of the Lessee's personal data provided in the Agreement and which the Lessor obtains under this Agreement, to the extent necessary for the fulfilment of the subject and purpose of this Agreement. The Lessee further declares that the provided data is correct and agrees to notify the Lessor of any changes thereto without undue delay.
- 6.8.1. The Lessee is entitled to request information from the Lessor regarding the processing of personal data, which shall be provided without undue delay.
- 6.8.2. Should the Lessee discover or suspect that the Lessor is processing the Lessee's personal data in conflict with the principles of the protection of private and personal life or in conflict with the applicable legislation, especially if the data is incorrect in view of the purpose of its processing, the Lessee shall be entitled to seek the Lessor's explanation and a rectification of the current situation (especially by blocking, correcting, supplementing or disposing of the personal data).
- 6.8.3. The Lessee agrees to receive newsletters about the project and the Lessor's other activities related to the Project, at the Lessee's e-mail address. Such newsletters must not be distributed more often than once a week, and the Lessee must be given the option to unsubscribe from any further communication, in accordance with the applicable legislation.

## **7. DEVICE**

- 7.1. The Lessor shall be entitled to remotely update and upgrade the settings and software (including firmware) in the Device. In the course of this procedure, data will be transferred for the identification of individual devices, so that it is possible to adapt the update to the specific device. This communication will not include any of the Lessee's personal data or any data obtained from the network traffic monitoring. The Lessor agrees that all software developed by the Lessor and delivered to the Device will be released under a free software license ("open-source" software) and will be available from the Project website; the same also applies for any updates and upgrades of the software which the Lessor will make available from the Project website, no later than as of the date of the installation thereof on the Device.
- 7.2. The Lessee acknowledges that the updating or re-setting of software (including firmware) may lead to restarting the Device and therefore a short disconnection from the Internet.
- 7.3. Should the Device have any defects for which the Lessor is responsible, the Lessee shall be entitled to claim free replacement or repair of the Device.
- 7.4. Upon the termination of the lease, whether upon the expiry of the term of lease or as a consequence of the Lessee's or Lessor's notice terminating the Agreement, the Lessee shall:

- 7.4.1. stop using the Device no later than by the last day of the lease; and
  - 7.4.2. return the Device to the Lessor, no later than within 30 (thirty) days.
- 7.5. Should the lease be terminated prior to the agreed term of lease and should the Lessee violate the duty according to Article **Chyba! Nenalezen zdroj odkazů.**, the Lessee shall pay the Lessor a penalty in the amount of the difference between the price for the Device specified in Article 1.2 and the rent pursuant to Article 2.1 within three (3) days following the expiration of the term according to Article **Chyba! Nenalezen zdroj odkazů.** For each completed full month of the term of lease, the penalty shall be reduced by 2.5% of the price of the Device specified in Article 1.2. Upon the payment of the penalty according to this Article, the duties set out in Article 7.4. shall be null and void.
- 7.6. Should the Lessee use the Device in conflict with this Agreement or should the Lessee violate the duty according to Article **Chyba! Nenalezen zdroj odkazů.** and fail to pay the penalty pursuant to Article 7.5, the Lessor shall be entitled to partially restrict the functionality of the Device or remotely block the Device and prevent any further use thereof. The fact that the functionalities of the Device have been limited or blocked shall not invalidate the duties according to Article **Chyba! Nenalezen zdroj odkazů.**
- 7.7. Upon the termination of the lease, the Lessee shall be entitled to ask the Lessor to buy back the Device; such a request must be delivered to the Lessor no later than 30 days prior to the termination of the lease term. The Lessor shall accept such a timely request for the buy-back of the Device without any further conditions. The purchase price is CZK 1.00 without VAT, payable within 14 days following the Lessee's request for the buy-back of the Device. The ownership title shall be transferred as of the settlement of the purchase price to the Lessor. The Lessee may continue to enable the Lessor to collect and monitor data from the Device, provided that the Lessor must comply with the duties and responsibilities set out in this Agreement. The Lessee shall also inform the new owner of the Device of this fact, if the Device owner changes.

## **8. FINAL PROVISIONS**

- 8.1. The Agreement becomes valid and effective upon its signing by both Parties. Should the Parties sign this Agreement on different dates, this Agreement shall become valid and effective on the day on which it is signed by the last Party.
- 8.2. The Parties have agreed that all communication that concerns the Agreement or its performance or that is to be made under the Agreement must be made in writing (in hardcopy or electronic format) and delivered to the other Party in person, by registered mail or using another type of registered postal service to the address most recently provided by that Party (if no such address exists, the communication shall be delivered to the address shown in the Agreement) or via e-mail. Communications shall be deemed delivered even if the addressee refuses to accept it or fails to collect it within 7 days at the address it has provided or at the address provided in the Agreement, or if the delivery is refused. The communication shall then be deemed delivered on the day the acceptance is refused or on the day the communication is deposited at the post office. All communications sent via e-mail shall be deemed delivered on the 7th day following the sending thereof to the other Party, unless the delivery is confirmed earlier by the other Party.
- 8.3. No amendments hereto shall be effective unless based on a written agreement between the Parties.
- 8.4. This Agreement is executed in two counterparts, one for each Party.

**Lessor**

**Lessee**

**FOR INFORMATION PURPOSE ONLY! IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!**

Lease Agreement

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Signed in Prague, on \_\_/\_\_/\_\_\_\_

Signed in \_\_\_\_\_ on \_\_/\_\_/\_\_\_\_

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