

## SECURITY COOPERATION AGREEMENT

between

**Czech Republic – Ministry of Interior**

with its registered office at Nad Štolou 3, 170 34 Praha 7 – Letná, corporate identification number 00007064, represented by MUDr. Mgr. Ivan Langer, Minister of Interior (hereinafter referred to as the “**Ministry**”),

and

**MICROSOFT s.r.o.**

with its registered office in BB Centrum, building Alfa, Vyskočilova 1461/2a, Praha 4, postal code 140 00, the Czech Republic, corporate identification number 47123737, entered into the Commercial Register administered by the Municipal Court in Prague, Section C, Insert 12821, represented by Jane Marie Gilson, managing director (hereinafter referred to as the “**Microsoft**”)

This **SECURITY COOPERATION AGREEMENT** (“**Agreement**”) is made and entered into as of the **Effective Date** (defined below in the Information Table below the parties’ signatures), for good and valuable consideration, the sufficiency of which is acknowledged, by and between **Microsoft** and the **Ministry**.

The Ministry and Microsoft each wants to promote the security of information systems and networks in the **Country** (as defined below in the Information Table) and to exchange information in the extent allowed by the applicable law to help in that effort. The parties therefore agree as follows.

### 1. Definitions.

“**Affiliate**” means (i) with regard to the Ministry, those agencies and entities identified by the Ministry that have signed either this Agreement or an acknowledgement that they agree to abide by this Agreement’s terms; and (ii) with regard to Microsoft, any entity, that directly or indirectly controls, is controlled by, or is under common control with Microsoft.

“**Confidential Information**” is non-public information, know-how and trade secrets in any form disclosed under this Agreement that one party to this Agreement or its Affiliate (the “**Disclosing Party**”) designates as confidential to the other party or its Affiliate (the “**Receiving Party**”) or that a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include any information that:

- a. Is, or becomes, publicly available without breach of this Agreement.
- b. Was lawfully known to the Receiving Party without an obligation to keep it confidential.
- c. Is received from another source who can disclose it lawfully and without an obligation to keep it confidential.

- d. Is independently developed by a party of this Agreement.
- e. Is Feedback (defined in Article 10.5 of this Agreement).

**“Designated Microsoft Contact”** means the person listed as such in the Information Table, and any replacement named pursuant to Section 2 of this Agreement.

**“Designated Ministry Contact”** means the person listed as such in the Information Table, and any replacement named pursuant to Section 2 of this Agreement.

**“Emergency Microsoft Contact”** means the Microsoft contact who enables the Ministry to access to Microsoft during an Emergency (defined below). The Designated Microsoft Contact will provide the name and contact information of the Emergency Microsoft Contact to the Ministry, and may name replacements for that person as well.

**“Microsoft Corporation”** means the company that, as of the Effective Date, has that name and is organized and existing under the laws of the State of Washington, U.S.A., with its registered address at One Microsoft Way, Redmond, WA 98052-6399, U.S.A.

**2. Designated Contacts.** The Ministry and Microsoft will provide to each other contact information (e.g., business email address) for the Designated Ministry Contact and Designated Microsoft Contact, respectively. Microsoft and the Ministry may name replacements or change contact information for the Designated Microsoft Contact or Designated Ministry Contact, respectively, by notifying the other party. Also, Microsoft and the Ministry may add a reasonable number of additional employees as Designated Microsoft Contacts or Designated Ministry Contacts, respectively, by notifying the other party.

**3. Advance Notification.** Microsoft will notify the Designated Ministry Contact approximately three (3) business days before the anticipated release of regularly scheduled monthly security bulletins (see Article 4 of this Agreement). This advance notification will include basic information about the maximum number of security updates that may be released and an overview of the products that may be affected by these updates, but will not include public vulnerability data (see Article 5 of this Agreement) or information that could put Microsoft customers at risk. The Designated Ministry Contact may designate different persons or additional persons to receive these advance notifications from Microsoft, subject to Microsoft’s approval.

**4. Monthly Security Bulletin.** Every month Microsoft will provide the Ministry with information that Microsoft is ready to distribute about common consumer virus and security issues (for example, security issues pertaining to PC Safety, Windows Update, Internet Explorer, malware, third-party anti-virus software and firewalls), or other issues Microsoft determines are relevant at the time. The Ministry understands that Microsoft may also share this information with other entities inside and outside the Country, including other governments.

**5. Public Vulnerability Information.** The Designated Ministry Contact may contact the Designated Microsoft Contact or Emergency Microsoft Contact and request the following information about any publicly known and reported vulnerability that Microsoft’s security response center is investigating:

- a. An overview of the vulnerability.
- b. An explanation of any publicly available workarounds that Microsoft is aware of and how to implement them.
- c. Microsoft's progress in investigating the vulnerability.

**6. Monthly Bulletin Review.** If the Ministry requests, the Designated Microsoft Contact or delegate will make free of charge a presentation at a mutually agreed time to the Designated Ministry Contact about the most recent security bulletin issued by Microsoft Corporation. The Designated Ministry Contact may designate different persons or additional persons to attend the presentation, subject to Microsoft's approval. This presentation may occur in person or by remote communication (such as teleconference, videoconference, or Microsoft Live Meeting) and may include:

- a. A discussion of security updates for software produced by Microsoft Corporation, and the vulnerabilities that they address.
- b. An explanation of the severity ratings for these security updates.
- c. A description of any workarounds described in the bulletin.
- d. A question-and-answer period.

**7. Emergency Response Coordination.**

7.1 The Designated Ministry Contact may designate up to three people authorized to contact Microsoft about a potential computer security emergency and exchange Ministry-specific information with Microsoft about such emergencies. The Ministry will provide the names and contact information of these individuals to the Designated Microsoft Contact.

7.2 The Emergency Microsoft Contact and the Designated Ministry Contact will make the final decision about what constitutes an emergency ("**Emergency**") under this Agreement, in their reasonable discretion. If the Emergency Microsoft Contact and the Designated Ministry Contact agree in writing that there is an Emergency, the parties will work together to help combat the Emergency until either party determines that it has ended. The parties' cooperative work will include providing additional resource personnel to address the Emergency, and using agreed means to share incident information with these additional personnel.

7.3 The parties agree that the Ministry is better situated to provide security emergency-related information to its Affiliates, so the Ministry will have primary responsibility for doing so, unless the parties agree otherwise in writing.

7.4 If there is an Emergency, Microsoft may ask the Ministry to provide the following information about an attack in progress:

- a. Estimated number of attack incidents.
- b. Estimated number of support calls received concerning the attack.

- c. Technical details about the attack.
- d. The type of press inquiries being received about the attack.

Microsoft may use this information in its incident handling processes and may share it with Microsoft Affiliates, including those located outside of the Country. The Ministry will not provide Microsoft any information if there are legal restrictions on sharing it with Microsoft or its Affiliates.

## **8. Education and Outreach.**

8.1 The parties will each make representatives available at a mutually convenient time to discuss education and outreach activities with each other. Microsoft will provide free of charge any necessary materials for education and outreach activities described in Section 8.2 (subject to Section 10 (Confidentiality)).

8.2 The parties will also do the following:

- a. Work together to deliver on-site training event(s) for government employees.
- b. Work together to deliver computing safety training to students at a mutually agreed upon set of educational institutions.
- c. Microsoft will make available syndicated content providing safe computing guidance, including visual programs for television broadcast of public service announcements, radio public service announcements, and Web content. Microsoft will indicate or provide a mechanism to indicate the name of the Ministry and sources of relevant local information.
- d. The Ministry will in addition to its own use disseminate the Web-based guidance provided by Microsoft to the Ministry's constituency.

9. **Executive Information Exchange.** Microsoft will provide a single two-day briefing about relevant security related information for up to 20 Ministry officials (the "Executive Information Exchange"). The Executive Information Exchange will be held at a mutually convenient time on the campus of Microsoft Corporation in Redmond, Washington. Any costs or fees that either party incurs in relation to the Executive Information Exchange, including travel expenses, are that party's sole responsibility. The Designated Ministry Contact will provide reasonable notice to the Designated Microsoft Contact of the Ministry officials who will attend the Executive Information Exchange, in addition to the Designated Ministry Contact.

## **10. Confidentiality.**

10.1 Receiving Party will:

- a. For 5 years following the date of disclosure, not disclose any Confidential Information of the Disclosing Party to third parties, except as this Agreement expressly permits.

- b. Use Confidential Information only to help promote the security of information systems and networks and as this Agreement expressly permits otherwise.
- c. Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep the Disclosing Party's Confidential Information confidential.
- d. Notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information on its side and cooperate with the Disclosing Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it on its side.
- e. Disclose Confidential Information to its Affiliates, employees and consultants only in the extent in which they need to know about it for purposes of this Agreement.
- f. Ensure that its Affiliates, employees and consultants that receive Confidential Information are required to protect it on terms consistent with this Agreement.
- g. Accept responsibility for each employee and consultant's use of Confidential Information. If Receiving Party is an Affiliate of Microsoft or the Ministry, Microsoft or the Ministry, respectively, accepts responsibility for its Affiliate's (including such Affiliates' employees and consultants) use of Confidential Information.

10.2 Receiving Party may disclose Disclosing Party's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, Receiving Party must seek the highest level of protection available and, when possible or efficient, give Disclosing Party enough prior notice to provide a reasonable chance to seek a protective order. If Disclosing Party is an *Affiliate* of Microsoft or the Ministry, Receiving Party must give such notice to Microsoft or the Ministry, respectively, and if it is not possible or efficient, to the Affiliate.

10.3 At Disclosing Party's request, Receiving Party will return all tangible Confidential Information, including any copies and summaries, or at Disclosing Party's option, certify their destruction.

10.4 Receiving Party is not required to restrict work assignments of its employees or consultants who have had access to Confidential Information. If such obligation or possibility is not specified in applicable legal regulation, the Receiving Party cannot control the incoming information the other party will disclose in the course of working together, or what Receiving Party's employees or consultants will remember, even without notes or other aids. The parties agree that use of information in the unaided memories of Receiving Party's employees and consultants in the development or deployment of its products or services does not create liability under this Agreement or trade secret law, and the parties agree to limit what each discloses to the other accordingly.

10.5 Receiving Party may from time to time voluntarily provide suggestions, comments or other feedback ("Feedback") to Disclosing Party about Disclosing Party's Confidential Information. If that happens, Disclosing Party will be free to use, disclose, reproduce, license or otherwise distribute Feedback provided to it as it chooses, entirely without obligation or restriction of any kind. Feedback is not Receiving Party's Confidential Information. Receiving Party will not give Feedback that is subject to license terms that seek to require any Disclosing Party's intellectual property to be licensed to or otherwise shared with any third party.

## **11. Term and Termination.**

11.1 This Agreement begins on the Effective Date and will continue until terminated by either party under Section 11.2 of this Agreement.

11.2 Either party may terminate this Agreement (i) for any or no reason by providing thirty (30) days prior written notice to the other party; or (ii) immediately upon providing written notice to the other party, if the other party breaches its obligations under Section 10 (Confidentiality).

11.3 Sections 10 (Confidentiality) and 12 (Miscellaneous) survive this Agreement's expiration or termination except for the Subsections 12.7 to 12.13. The parties agree that Subsection 12.1 is not superseding Subsection 11.3.

## **12. Miscellaneous.**

12.1 If any section of this Agreement is held unenforceable by any court or other competent body, all other sections that have not been specifically held unenforceable will remain in effect.

12.2 To the extent permitted by governing law, and subject to Section 11.2, the parties waive any and all recourse against each other with respect to this Agreement, including any claim of damages (either monetary or otherwise), except as stated in the following sentence. Each party will retain its right to obtain damages and injunctive relief with respect to the other party's (i) violation of its obligations under Section 10 (Confidentiality), or (ii) infringement or misappropriation of the other party's intellectual property rights.

12.3 The parties recognize that the way performances will be delivered to the Ministry will be determined solely by Microsoft. To the extent permitted by governing law, the parties waive any right that they may have under any law to seek specific performance of any obligation under this Agreement, except with respect to the return of Confidential Information under Section 10.3.

12.4 Neither Microsoft nor the Ministry is obligated to create any new documents under this Agreement, and each party may use or adapt any previously created documents as necessary to perform its obligations under this Agreement. If Microsoft or the Ministry create and provide any documents to the other party under this Agreement, they will remain in the exclusive property of the creating party which the creating party may reuse as it wishes. The creating party will remove any identifying information about the other party

before disclosing such reused documents to any third party. This does not apply to any Ministry's documents containing Feedback under Section 10.5.

12.5 **Disclaimer of Warranties.** To the maximum extent permitted by applicable law, the parties hereby disclaim all warranties (express, implied and statutory) with regard to the services and information provided under this Agreement, including any implied warranties of merchantability, fitness for a particular purpose, reliability, availability, accuracy or completeness of information. There is no warranty of title or non-infringement.

12.6 Each party agrees that the other party does not grant any intellectual property rights by estoppel or any implied intellectual property rights to that party under this Agreement (including with respect to Confidential Information).

12.7 Some or all of Microsoft's obligations under this Agreement may be performed by individuals who may be employed by or under contract to Microsoft Corporation, or a Microsoft Affiliate. Such activity by such individuals does not create any contractual or other link between the Ministry and Microsoft Corporation or that Affiliate.

12.8 All notices in connection with this Agreement: (a) must be given in writing in a non-electronic form; and (b) will be deemed given as of the day they are received via messenger or courier delivery service and addressed to the respective address in the Information Table and to the attention of the respective Designated Microsoft Contact or Designated Ministry Contact in the Information Table below or as otherwise designated per Section 2 of this Agreement. Either party may change the address above by giving notice to the other party pursuant to this Section 12.8.

12.9 This Agreement constitutes the entire agreement between the parties and can be amended only by a later written document signed and dated by each party.


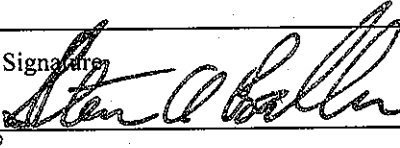
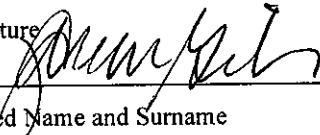
12.10 Parties of this Agreement hereby declare that they are authorized to enter into this Agreement and are not barred by any law, regulation, or other binding instrument from doing so.

12.11 If Country is a civil law jurisdiction, the following will apply:

- a. This Agreement is not a contract of purchase and sale but rather for services provided by Microsoft to the Ministry.
- b. The parties agree this Agreement creates obligations that are obligations of means and not of result or warranty.

12.12 This Agreement will be governed by the laws of Czech Republic. The parties elect venue in the local courts and jurisdiction.

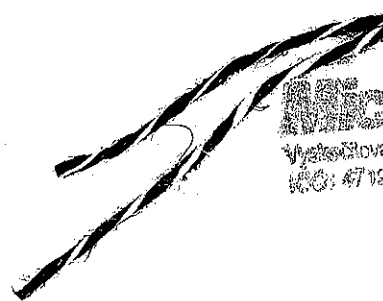
12.13 This Agreement will be signed in four (4) exact copies in Czech language and in four (4) exact copies in English language. Each party will receive two (2) exact copies of the Agreement in Czech language and two (2) exact copies of the Agreement in English language. In the event of conflict the Czech version prevails.

<b>THE CZECH REPUBLIC - THE MINISTRY OF INTERIOR</b>	<b>WITNESSED BY</b>
Signature 	Signature 
Printed Name and surname <b>MUDr. Mgr. Ivan Langer</b>	Printed Name and surname <b>Steven Anthony Ballmer</b>
Printed Title <b>Minister</b>	Printed Title <b>Chief Executive Officer, Microsoft Corporation</b>
Signature Date <b>22.5.2008</b>	Signature Date <b>22.5.2008</b>
<b>MICROSOFT S.R.O.</b>	
Signature 	
Printed Name and Surname <b>Jane Marie Gilson</b>	
Printed Title <b>Managing director</b>	
Signature Date <b>22.5.2008</b>	



**Information Table**

<b>"Effective Date" of Agreement</b>	July 1 <sup>st</sup> , 2008
<b>MICROSOFT s.r.o. Address:</b>	Vyskočilova 1461/2a 140 00 Praha 4
<b>Designated Microsoft Contact:</b>	Technical Account Manager
<b>Ministry Address:</b>	Nad Štolou 3, 170 34 Praha 7 – Letná,
<b>"Country":</b>	Czech Republic
<b>Designated Ministry Contact:</b>	Superior Section Director of the Development and Project Management of ICT in the Public Sector Area



**Microsoft** s.r.o.  
Výhledova 1461/2a, 140 00 Praha 4  
IČO: 47123737. DIČ: CZ47123737