



PARTIES

Named "GTS"		"Customer"	
Name of legal entity	GTS Telecom SRL	Name of legal entity	
Street	Str. Izvor nr. 92-96, etaj 1 biroul A si etaj 2 biroul A si B, sector 5, Bucuresti	Street	
Zip code	050564	Zip code	
Country	Romania	Country	
Registration no. Trade Registry	J40/19010/93	Registration no. Trade Registry	
Registered Capital	7.368.415,02 RON	Registered Capital	
Tax code	RO4419886	Tax code	
Account no., Bank	RO49BACX0000000135668000 Unicredit Bank-Grigore Mora RO58INGB0001000142478915 ING Bank -Metropolis	Account no., Bank	
Razvan Stoica – Managing Director		Authorised representative	

WHEREAS:

The parties wish to supply and receive the Services under the terms and conditions of this "General Terms and Conditions" ("GTC") and the Services Providing Contract (the "Contract");

The technical, commercial and procedural details of the Services are presented in a detailed manner in the Contract;

The General Terms and Conditions document (GTC) represents the general contractual framework of GTS and does not represent an appendix to any Service Agreement or order, being a completion rule to those.

GTC shall apply to any Service Agreement (or order, according to the case) that regulates any provision by GTS to the Customer of telecom, IT or related services (hereinafter jointly referred to as "Services" and, each, as individual entity, "Service") and the first time signature of it shall be sufficient for the conclusion of one or several simultaneous or subsequent Service Agreements, for which the Customer has acknowledged this present document. In order to have the right to the Services, the Customer must conclude a Contract for each type of Service that the Customer wants to receive.

Both the Customer and GTS acknowledge that they exercise their rights and meet their obligations according to the present GTC in good faith, with the observance of public order and good manners.

The Parties confirm that each and all clauses of the present GTC and of any Contract of telecommunication services have been analyzed by the Parties and discussed in accordance with their requirements and objectives, as they are not incidental to the dispositions of the Civil Code with regard to adhesion contracts, standard and unusual clauses.

AGREE as follows:

1. Definitions and interpretation

1.1. As a continuation of this document and also in all the other contractual documents referred to herein, the following words and expressions will have the following meaning:

Contract	Services providing contract concluded between GTS and the Customer for the delivery of a certain type of Service, containing technical commercial, legal and procedural details of the Service;
Unavailability	0% (zero) availability of the Services ;
GTS	Legal entity GTS Telecom S.R.L. identified in the Contract;
Premises	Premise (premises) of the Customer as the area, specifically the surrounding perimeter belonging to the same owner where the Services are to be provided;
SLA	The Service Level Agreement;
Party/Parties	Customer and/or GTS, depending on the context;
Service/Services	Telecommunication, IT and other related services provided by or on behalf of GTS for its Customers based on a Contract;
Customer	The Beneficiary of the Services provided by GTS, as identified in this GTC and in the Contract.
Affiliate	A company controlled by one of the Parties, which controls one of the Parties or which is under joint control together with one of the Parties. For the purposes of the present section, control represents a shareholding of minimum 25%.
Agent	The Customer's user.

- 1.2. In the interpretation of the GTC and/or of the Contract, unless the context requires otherwise, words denoting the singular number shall include the plural and vice versa, and the references to a gender will also include the other genders.
- 1.3. Any Schedule or Addendum to the Contract will be an integral part of the Contract and will come into force as stipulated in the Contract (or in the respective Addendum in case the Contract does not mention) and any reference to the Contract will include its Schedules, as modified and agreed from time to time, in writing, between GTS and the Customer.
- 1.4. The article titles in GTC or Contract are only to facilitate reading and will not affect the interpretation of the articles.
- 1.5. Any reference to the GTC will include an implicit reference to the Contract and vice versa, each of these being an integrant part if the other.
- 1.6. Any amount mentioned in the GTC and/or Contract is exclusive of VAT.

2. Contractual Relationship Between the Parties

- 2.1. The signing of a Contract does not involve the establishment of an exclusive commercial relationship between GTS and the Customer.
- 2.2. The Customer accepts and agrees not to be granted with any right to use any element of the plants, functioning facilities or of any other infrastructure used or provided by GTS for the provision of Services, other than the right to use the Services, as described in the Contract. The Customer will not receive any right or title regarding the network or any part thereof, installations or equipment held or used by GTS for providing Services. All the equipment, property of GTS, necessary for the use of Services by the Customer, which will be given for the use of the latter will be subject to commodatum contracts or lease contracts or handing-over minute, as GTS considers necessary. In case the Customer or subordinated third parties destroy or damage or lose GTS equipment, the Customer will be liable for the caused damages. The Customer undertakes to notify in written GTS in case the equipment handed over for the provision of Services is not in its ownership but in third party's or Agent
- 2.3. The Customer accepts and agrees to receive by mail or by e-mail, letters or other written messages with an informative, commercial or technical content from GTS. Any written communication or message sent to the Customer by GTS by mail or electronic mail will be signed and will make clear specification of the name, position and phone and fax numbers of the person sending such communication, together with the sender's e-mail address.
- 2.4. In the event of a conflict between the GTC and the Contract, the provisions of the Contract will prevail.

3. Services Installation and Delivery

- 3.1. The parties agree for the specific delivery and installation terms and conditions of the Services to be stipulated in the Contract.
- 3.2. The Customer will provide proper conditions for the provision of Services at the latest at the date previously specified in the Contract by GTS. GTS will be entitled to decline the completion of works if this condition is not met. The Customer will be liable for maintaining the Premise in proper conditions, in order to comply with work protection rules, to prevent accidents, to observe the fire protection regulations during the installation of Services.
- 3.3. The Customer will be liable for the procurement of all local approvals, permits and licenses required for the execution of the Contract with regard to the Premises where Services will be provided, as soon as possible after the Contract is concluded. Any delay in this respect might lead to the corresponding delay of the Service delivery date, delay which will not be considered as GTS's fault.
- 3.4. The installation and/or delivery of Services will not be denied unreasonably by the Customer. If the Customer cannot receive the Services on the agreed installation date, for its own fault or delay, GTS will apply the provisions under art. 4.6. until the permits and licenses are procured, except for the situation when the Customer submits a written request for the termination of the Contract before commissioning the Service with the immediate payment of the recurrent fee for 6 (six) months and of the non-recurrent fee.
- 3.5. Starting with the date of signing a Contract, the Customer will provide the availability and presence of an authorized representative, with authority: i) to make decisions on its behalf, with regard to the positioning of GTS equipment required for the provision of the Service/Services (equipment to be installed in the Customer's Premise/Premises) and ii) to participate in the functionality tests of the Services.
- 3.6. The costs of the installation works necessary in the Premises and also the costs of the other changes requested by the Customer after the installation or the removal of the point of access to the Services will be borne by the Customer.

4. Prices and Payment Terms

- 4.1. The following invoicing principles will be applied to the Services, unless otherwise provided in the Contract:
 - 4.1.1. the applicable non-recurrent taxes (installation fee) will be invoiced by GTS previous to the date of providing the Service, the provision of the Service being conditions by the payment of these taxes; the payment date of these taxes will be 5 (five) business days starting from the signing date of the Contract;
 - 4.1.2. the applicable recurrent taxes will be invoiced monthly in advance; and
 - 4.1.3. the taxes applicable according to the utilization rate and the taxes based on periods of time and rates will be invoiced monthly retroactively;
 - 4.1. The prices for the Services are those stipulated in the Contract.
 - 4.2. The prices of the Services are denominated in US dollars, in the European currency EURO, or RON (lei), as applicable. The invoices will be issued in RON denomination and the Customer will pay the fees for Services to GTS within seven (7) calendar days after the invoice date, in RON, at the official RON/USD or
 - 4.3. RON/EURO exchange rate communicated by NBR, valid for the date when the invoice was issued, transferring the invoiced

amounts in the bank account designated in the invoice. Should the Client be a foreign entity, invoices shall be issued in US dollars or EUR European currency, as applicable, and the tariff for Services does not include any taxes or commissions, as they shall be on the Client's account.

- 4.4. In the event that the Customer does not pay the invoice within the term above mentioned at Art. 4.3, GTS reserves the right to charge (i) penalties of one percent (1%) per day of delay for all the amounts invoiced which remained unpaid after this period of seven (7) calendar days and (ii) the differences arising from the variation of the relevant currencies exchange rate between the due date and the date of payment.
- 4.5. In the event that any type of taxes due according to the utilization rate is applicable to the provision of certain Services supplied to the Customer, GTS will facilitate the Customer's access to the utilization details for such Services for the applicable invoice period. Any objections which may be raised by the Customer in relation to such specifications will be notified in writing to GTS within the term of the payment period stipulated under Art. 4.3 in the present GTC. Following this period, GTS will be entitled to erase any data or registrations regarding the electronic utilization and it will be considered that the Customer has accepted the accuracy of the utilization description contained in the respective invoice.
- 4.6. In the event that a delay concerning the date on which the Service is provided can be, in a justified manner, attributed to the actions of omissions of the Customer, of its employees or of the third parties used by the Customer or attributed to the Customer's Agent third parties used by the Customer, GTS will be able to invoice the applicable taxes starting with the calendar date on which the Service could have been provided, if such delay wouldn't have occurred.
- 4.7. In the event of unilateral contractual changes (which have not been previously negotiated by the Parties), GTS will notify the User in writing 30 (thirty) days before such change occurs, the latter being entitled to terminate the contract without the payment of penalties, in case of disagreement with the modification notified in this manner. In the event of a modification consisting of an increase of the price of Services, the Customer will inform GTS on the acceptance of the change and of its quantum within 15 (fifteen) days from the receipt of the above mentioned notification. In the event the Customer does not inform GTS on the acceptance of the change and of its quantum within 15 (fifteen) days from the receipt of the notification, the change will be considered as accepted. If the Customer refuses to accept the change, the Parties will proceed immediately to negotiations in relation to the prices to be requested for the Services to be provided and taxed. If such negotiations do not lead to any agreement within 30 (thirty) days from the Customer's refusal, GTS and/or the Customer will be entitled to terminate the Contract, without any legal consequence or of any other nature. During the whole notification and negotiation processes period, the prices for Services remain at the value previously agreed. In the event of a change consisting of a decrease of the prices for Services, these will be considered a priori accepted by the Customer.
- 4.8. All credits related to the provision of the Service (Service Credits) according to the stipulations of the SLA, payable by GTS upon default in respect of these provisions, shall be effected upon the Customer's written request, not later than 10 days from the end of the month when the incident occurred, otherwise the Customer is not entitled to request them anymore. The credits shall be effected over the invoices regarding the recurrent taxes for the month immediately following the one in which the SLA was not complied with and the provisions of Art. 8.2 shall remain applicable. Under such circumstances, following the credit to the invoices, the availability provided for in the SLA shall be calculated disregarding the existence of the Service flaw, the defect being covered by the credit and the Service shall be considered to be provided in the agreed parameters. Such credit represents the sole remedy in case of non-compliance with the provisions of the SLA, excluding the possibility of the Customer's claim of the Contract termination for the non-observance of the availability provided for in the SLA covered by the credit to the invoice. The Customer cannot request GTS for such credits if it has debts to the latter. The compensation between the Service Credits and the debts registered by the Customer to GTS is excluded.
- 4.9. Any additional provision of Services requested by the Customer will be conditioned by (i) the payment of all invoices up to the respective date, (ii) the payment in advance of the corresponding taxes or, (iii) at the discretion of GTS, by any other reasonable method chosen to ensure their promptly payment. In case the Customer becomes GTS debtor, the latter may exercise its retention right (Ro: drept de reținere) towards Customer's goods, according to the provisions of applicable law..

5. Calitatea Serviciilor, Garanții și Raspunderi

- 5.1. GTS warrants that all Services will be provided in normal operating conditions, starting from the commissioning date, and that Services comply with the object of the Contract. "Normal operating conditions" means an availability of the Services according to the SLA in the Contract.
- 5.2. GTS warrants as follows:
 - 5.2.1. in the event of some defects related to the Services provided by GTS, GTS will re-establish the provision of Services, bearing the related costs.
 - 5.2.2. in the event of disturbances in the equipment supplied by GTS, GTS:
 - (i) will replace the defective equipment; or
 - (ii) will repair the defective equipment;
 - (iii) will bear the costs associated with the acquisition of a new functional equipment and with the replacement of the equipment; and
 - (iv) will bear the costs resulting from the repair of the defective equipment;
 - 5.2.3. GTS warrants the availability of the Services at any moment during the Contract period, according to the SLA in the Contract. GTS is obliged to repair the defects as soon as possible in the event of Unavailability of Services, according to the SLA in the Contract.
- 5.3. In the event the Customer requests GTS to solve a problem related to a Service, which is proved to have been caused by malfunctions in the network or equipment of the Customer, of the Customer's Agents or third parties employed by the Customer, or if the notified problem is caused by the Customer, by the Customer's Agents or third parties employed by the Customer, GTS reserves the right to charge the Customer for all the expenses incurred by de GTS in order to solve the notified problem.
- 5.4. GTS is not liable nor responsible for any non-performance of the Services or for any other degradation or deviation of the Services from the SLA in the Contract or for any delay in their delivery, which:

- 5.4.1. is attributed to the actions or omissions of the Customer, its employees or third parties employed by the Customer;
- 5.4.2. is attributed to the lack of protection of the equipment and transmission devices against unauthorized users at the Premises;
- 5.4.3. cannot be dealt with by GTS because the Customer's unjustified refuse to allow the access to the network or installed equipment, to the testing or repairing of the equipment;
- 5.4.4. occurs during any scheduled maintenance period of the GTS network;
- 5.4.5. are due to Force Majeure events as described in Art. 9 below;
- 5.4.6. are the result of a suspension as described in Art.6 below;
- 5.5. Without the prior written consent of GTS, the Customer:
 - 5.5.1. will not try to modify, transform or improve the Services; and
 - 5.5.2. will not use the Services in such manner or having as objectives aspects which, directly or indirectly, would infringe the legal provisions and will not support actions which infringe the legal provisions or violate the interest and public morality. The Customer will use the Services in compliance with the provisions of Article 7 below.
- 5.6. GTS will not be held responsible for the content of data communication initiated by the Customer.
- 5.7. Unless the Parties agree otherwise, GTS will not be liable for the installation, operation or maintenance of the equipment and software programmes provided by the Customer.
- 5.8. Except for an express written agreement between GTS and the Customer, GTS will not be liable for the evaluation of the space, functioning facilities, computer and needs related to the Customer's transmission capacity and the use which will be obtained from these. The Customer is solely responsible for the choices made in relation to the aforementioned.

6. Suspension of services

- 6.1. GTS will be entitled to suspend immediately the supply of Services, in part or in whole, and (where applicable) to disconnect, to put out of operation, to block direct access to and/or seize the Customer's equipment, data or cables from the GTS network, installations and/or equipment:
 - 6.1.1. if and in the extent that GTS is requested to do the above by a governmental or regulatory authority, and it is requested to take such actions in order to comply with a change in the statutory or regulatory conditions (or with their coming into force) or is requested to do so following a decision of a court;
 - 6.1.2. if the Customer does not pay any due amount after the receipt of a written notification stipulating the payment delay and does not remedy such non-payment within five (5) calendar days following the receipt of the written notification;
 - 6.1.3. if the availability or quality of the services provided by GTS to other Customers is or is threatened to be negatively affected by the Customer's behaviour, by the behaviour of the Customer's Agents, Affiliates, proxies and subcontractors or by the Customer's equipment or cables; in order to protect the network, GTS resources, as well as those of the other Users, in the event of "Denial-of-Service" attacks and/or "Distributed-Denial-of-Service" attacks targeting Internet addresses assigned to the Customer, GTS reserves the right to take the necessary steps to minimize the effects of such incidents. Measures can include, without being limited to, the temporary blocking in the entire GTS network of addresses or groups of addresses subject to the attack.
 - 6.1.4. if the security of persons or property is (or is threatened to be) negatively affected by the Customer's behaviour, by the behaviour of Customer's Agents, Affiliates, proxies or subcontractors ;
 - 6.1.5. in the event that the Customer does not use the Services according to the provisions of art. 2.2 and 7 and does not remedy such situation until the deadline communicated by GTS ;
 - 6.1.6. in the event that the Customer causes defects to the Services or devices provided by GTS, by infringement of the Contract provisions and the Customer does not reimburse the costs involved by the remediation of the defects until the deadline communicated in writing by GTS.
- 6.2. The Customer will be obliged to pay all the amounts due, including, but without limitation to, the recurrent taxes during the suspension period ordered on ground of subsections 6.1.2 to 6.1.6., as well as in the event of a suspension stipulated under subsection 6.1. 1 if such suspension is attributable to a breach, infringement or omission of the Customer or of the Customer's Agents, Affiliates, proxies or subcontractors.
- 6.3. The suspension stipulated under art. 6.1 will cease within one business day, after the reasons for suspension cease to exist.

7. Acceptable Use Policy of GTS Services

- 7.1. GTS Telecom s.r.l and its Affiliates (hereinafter collectively referred to as "GTS") have formulated this Acceptable Use Policy in order to encourage the responsible use of GTS networks, systems, services, websites and products (hereinafter collectively referred to as "GTS Network and Services") by its Agents and by other Users (hereinafter referred to as "Users"), and to enable GTS to supply secure, reliable and productive services to its Users.
- 7.2. GTS Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Client and Users may not use the GTS Network and Services to transmit, distribute or store material (a) which violates any law or applicable regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights or the right to privacy, publicity or other personal rights of other parties, (c) that is fraudulent, obscene, defamatory, libellous, threatening, abusive or contains a virus, worm, Trojan horse or other harmful component, (d) containing fraudulent offers for goods and services or any promotional materials that contain false statements, claims or representations, capable to mislead or deceive or (e) in general, in a manner that may involve the criminal or civil liability of GTS or of any of the GTS staff members.
- 7.3. GTS takes no responsibility for any material created or accessible on or through the GTS Networks and Services that is not posted by or on the request of GTS or of the Customer. GTS does not monitor nor exercise any editorial control over such material, but reserves the right to do so in the extent permitted by the applicable law. GTS is not responsible for the means of accessing such material on or through the Networks and/or Services offered by GTS based on the present Contract. GTS is not responsible for the content of any websites, other than those belonging to GTS, including for the content of websites linked to websites belonging to



GTS. Established links can only be accessed through the Internet.

Note: GTS hereby informs the User that accessing any material available on the Internet, directly or, but without limitation to, password authentication, provision of the Customer's personal data, including bank account numbers, bank card account number of any type, acceptance for downloading self-installing applications, acceptance of automatic connections to third party destinations, may bring moral and/or material damages to the Customer.

- 7.4. Users may not send unsolicited e-mail messages, including, without limitation to, bulk commercial advertising or informational announcements ("Spam") in a way that could reasonably be expected to adversely impact the GTS Network and Services, including, without limitation to, using an e-mail account in GTS network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to the GTS Network. Moreover, Users may not use the GTS Network and Services to (a) send e-mail messages which are excessive and/or intended to harass or annoy other users, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive such messages, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.
- 7.5. Users may have access through the GTS Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use.
- 7.6. Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing the use of such newsgroups and complying therewith. Regardless of such policies, Users may not (a) post the same message or a series of similar messages to one or more newsgroups (excessive cross-posting or multiple-posting also known as "Usenet Spam"), (b) cancel or supersede posts not originally posted by Users, unless such User does so in the course of his/her duties as an official newsgroup moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters
- 7.7. Users are prohibited from violating or attempting to violate the security of the GTS Network Services, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorised to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information therein by sending an e-mail or to an Usenet group, or (e) taking any action in order to obtain services which such User is not entitled.
- 7.8. Clients and Users of services offered by GTS shall take all necessary measures to secure their own networks or parts thereof, together with the equipment they own and applications they use in order to eliminate the vulnerabilities that may lead to the occurrence of fraudulent voice or internet traffic or data transmissions and to protect the security of GTS networks, equipment and applications and of other users of electronic communication services. GTS cannot be held responsible for the occurrence of vulnerabilities or fraud of this type or for the consequences derived therefrom in case the Clients and Users failed to apply these provisions properly and the potential damages incurred by GTS because of such failure to observe this provision shall be on the Client's account.
- 7.9. Any User determined by GTS, at its sole discretion, to have violated any elements of this Acceptable Use Policy, shall receive a written warning and will be subject, at GTS's discretion, to a temporary suspension of service until such User agrees in writing to refrain from any further violations. However, where GTS deems it necessary, it may in its sole discretion immediately suspend or terminate such User's service without issuing such a warning. Users determined by GTS to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without prior notice and GTS may take such further action deemed appropriate under the circumstances to eliminate or preclude such violation. GTS shall not be liable for any damages of any nature suffered by any Customer, User or any third party resulting in whole or in part from GTS's exercise of its rights under these policies.

8. Indemnification and Limitation of Liability

- 8.1. The Customer agrees to defend, indemnify and hold harmless GTS, its employees, Affiliates, proxies and subcontractors against any and all liabilities, costs and expenses, including the justified legal expenses, fines or other additional taxes of any type, related to or which arise from:
 - 8.1.1. the use of the GTS Service or Network or the placement or transmission of any materials on the Internet by the Customer or by the Customer's Agents, Affiliates, proxies or subcontractors;
 - 8.1.2. acts or omissions of the Customer or of the Customer's Agents, Affiliates, proxies or subcontractors in connection with the installation, maintenance, existence, usage or withdrawal of equipment or software;
 - 8.1.3. any claims from any third parties which arise from the services which will be provided by the Customer to such thirds parties, using the Services;
 - 8.1.4. claims for infringement of the property right of any third party, including the copyright, patent, commercial secret and trademark rights arising from the using of any services, equipment or software which are not provided by GTS or by the improper usage of services, equipment or software provided by GTS.
 - 8.1.5. any litigation or sanction of any kind ordered by the courts or authorities in Romania or other states or in case GTS incurs any sort of material or image losses because of the Client's use of Services supplied by GTS for purposes or by means that infringe the national legislation or from other states or generate prejudice to third parties in a manner subject to legal action or administrative sanctions.

The Client shall pay such costs and indemnifications according to invoices issued by GTS, based on the supporting documentation received from courts, authorities or third parties, as applicable.
- 8.2. Any claimed non-performance by GTS of contractual obligations or any damage which arises from or in relation to any Unavailability, delay, disruption, disconnection, degradation of the Services or negligence in GTS behaviour will be notified in

writing to GTS without delay, but anyway within four (4) hours from the moment when the Service malfunction occurred. GTS will not be liable for any such non-performance or loss which is not indicated by the Customer within this period.

8.3. In any case of breach of the Contract by GTS, provided that the conditions in which GTS can be held liable are met, the Parties agree that GTS's financial liability is exclusively limited according to provisions under Art. 4.8 or Art. 12.7, as applicable. This clause has the nature of a default penalty clause.

8.4. The Client hereby confirms expressly and to the best of their knowledge that, upon the conclusion of the Contract, consideration was given to main risks associated with the respective Contract and the activity performed, including:

- a) risks associated to fluctuations of the foreign currency exchange rate and
- b) fluctuations of the price of any raw materials or other essential costs associated with their activity

and expressly and unconditionally takes such risks and any risks related to their activity and understand to observe fully, in strict compliance and in due time their obligations arising out of a Contract, without any reserves or exceptions, within the limits of responsibility stated under the present GTC.

9. Force Majeure

9.1. Force Majeure exonerates the liability of the Party claiming it, provide that the other Party is notified within five (5) days from the date when such an event has occurred and makes impossible the fulfilment of its obligations. Within 15 days from the date of the notice regarding the occurrence of the force majeure case, the Party claiming it has to present evidence regarding the occurrence and ceasing dates of the Force Majeure case, issued by the Romanian Chamber of Commerce and/or other competent authorities. The Contract duration is extended with the period in which a force majeure case occurs and makes impossible the performance of obligations by the signatory parties. In the event that a force majeure case is extended for a period longer than [2] months, the Parties hereby agree to renegotiate the terms or to terminate the Contract.

9.2. A Force Majeure event will be, including without limitation, the following examples (provided that such examples are not generated or encouraged by the negligence of this Party): fire, flood, any type of cable cuts (which negative results could not be reasonably prevented by repeating such situations), lightning, general extended power outages, natural calamities, changes in the regulatory framework, laws, strikes, social movements, terrorism and war.

10. Confidentiality

10.1. For the entire duration of any Contract and for a period of three (3) years following their expiry, the Parties will keep the confidentiality in relation to all documents and contractual terms (and none of these will be disclosed to any third party) provided in this GTC, in relation to any and all information related to the other Party, including without limitation information regarding the business operations and the agents of the other Party which are obtained during the term and which can reasonably be considered as confidential or which have been indicated or identified in any other way by the other Party as being confidential.

10.2. The obligation to keep the secret, provided in art. 10.1 will not be applicable to information which :

- 10.2.1. is already in the possession of the Party which receives them or which has already been known by the Party at the moment of the disclosure by the disclosing Party, other than by the infringement of the present confidentiality obligation;
- 10.2.2. is obtained from a third party which is allowed to disclose such information or which has been generated by the receiving Party without using in any way confidential information received from the disclosing Party;
- 10.2.3. is requested for disclosure by law or judicial order; or
- 10.2.4. is provided to (legal) counsellors of the Parties, provided they are obliged to handle such information as confidential.

10.3. The obligations presented in this article will be permanent throughout the period stipulated under art. 10.1. and will not cease following the Contract termination for any reason.

10.4. A Party will indemnify the other Party with the amount equivalent to the damages and prejudices caused by the disclosure of any details related to the Service Contract or any communication between the Parties, to the competition of the damaged Party by breaches of confidentiality of GTS or their agents or to the Customers of this Party.

10.5. GTS can include the Customer's name in the reference list unless strictly prohibited in writing by the Customer from doing so.

10.6. The Customer acknowledges that GTS is part of the Deutsche Telekom Group, the members of which are also entities providing telecommunication services in Central and Eastern Europe, in particular, but without being limited to, Germany, the Czech Republic, Hungary and Poland. The Customer agrees that GTS provides information related to the provided service, including telecommunication data, to companies in Deutsche Telekom Group. At the same time, GTS confirms and undertakes that all such information will be protected accordingly and used exclusively within the Deutsche Telekom Group and for the purposes of providing the Service to the Customer.

11. Governing Law of the Contract/GTC and Dispute Resolution

11.1. The GTC, the Contract, and any other document referred to in the Contract, which are made based on the GTC or Contract will be governed and interpreted according to the Romanian Law.

11.2. In the event of any and all disputes/differences arising out of or in relation to the conclusion, performance, infringement, termination of this Contract or its invalidity, first will be subject to efforts towards an amicable settlement between the Parties, within 7 (seven) calendar days calculated from the date of occurrence of such dispute or difference notified to the other Party according to stipulations under Art. 14.8.

11.3. If the parties do not settle in the period of time agreed above at Art. 11.2, the dispute or difference will be subject, within the limitation period, to the competent settlement of the International Commercial Arbitration Court attached to the Romanian Chamber of Commerce, according to the arbitral procedure rules of this Court. The arbitral decision is final and binding.

11.4. The place of arbitration will be Bucharest and the arbitration procedures will be conducted in Romanian.

11.5. As an exception, in all and any disputes/litigations regarding payment obligations, the Parties will resort to special procedures, if

they meet the conditions in the special law. Under such circumstance, the competent court will be the one from GTS head offices.

12. Termination of one or more Contracts

12.1 Any Contract will be rightfully terminated in any of the following situations:

- (i) by the expiry of the validity period, or
- (ii) if any of the Parties face procedures for their dissolution and/or liquidation (demerger will not be considered a termination clause) and the party under such procedures produces an incontestable proof of such fact.

The Client undertakes to notify GTS at least 30 days prior to moving to another Location with regard to the new delivery address for Services, and GTS shall notify the Client within maximum 15 days following the receipt of the Client's notification with regard to the new technical or commercial conditions or upon the impossibility to continue the supply of Services. With regard to the supply of Services in the new location, GTS has diligence obligations. The new conditions to supply the Services or the termination of the supply of Services before the deadline without the fault of any of the Parties representing a modification of the initial contractual provisions shall generate effects only by the conclusion of an addendum signed by both Parties.

The Client's refusal to pay for the services supplied by GTS in a location agreed upon initially without the performance of the prior procedure mentioned above finalized by the conclusion of the addendum or without agreeing together with GTS upon the new conditions to supply the Service in a different Location shall be equal to the total or partial termination of the Contract, as applicable, and the application of art. 12.3 and 12.4 below.

12.2 GTS reserves the right to terminate the Contract by reasons of non-performance or inappropriate performance by the Customer of any obligation undertaken by the Contract; the Contract can be terminated upon a simple notification, without any other prior formalities, the termination being effective immediately from the notification date, without the intervention of the court. Under such circumstances, the Customer owes GTS indemnities previously evaluated, as stipulated under Art.12.3 and Art. 12.4 below.

12.3 It is agreed that, in the event that the Customer unilaterally terminates a Contract, in part or in whole, or in the event that GTS terminates any Contract according to Art. 12.2, the Customer will pay GTS an amount representing the damage incurred by GTS, the equivalent of the value of Services which GTS should have provided to the Customer starting with the denunciation/termination date and until the end of the contract period for that specific Service, as agreed between the Parties, including any amounts unpaid until the denunciation/termination date.

12.4 In addition to stipulations under art. 12.3 above, in the event that the Customer received a discount or a waiver with respect to any charges based on the duration if the Customer's commitment regarding the Contract period, the Customer will reimburse GTS an amount equal to the value of such discount.

12.5 Clauses 12.3 and 12.4 are penalty clauses.

12.6 The Customer can terminate the Contract by a simple notification five (5) business days prior to the termination date, without any other prior formalities, the termination becoming effective immediately from the notification date and without the intervention of any court, only if the Services are Unavailable for three (3) consecutive days, provided that all of the following conditions are met:

- (i) The Customer notified GTS in this respect within the period stipulated under art. 8.2; and
- (ii) If the Unavailability is proven to have been generated by a cause under the exclusive control of GTS.

12.7 In case the Contract is terminated by the Customer under the conditions of art. 12.6 above, the Customer shall be entitled to request from GTS the payment of indemnities previously evaluated in accordance with the conditions provided under Art. 12.3. In the event that the Customer benefited from credits according to Art. 4.8, the amount of such credits will be deducted from the amount representing the indemnities owed by GTS to the Customer, therefore GTS owes the difference between the amounts calculated according to Art. 12.3 and the amount of credits granted to the Customer according to Art. 4.8.

12.8 Upon the termination of the Contract for any reason, the Customer will allow GTS to disconnect and repossess all equipment property of GTS installed in the Customer's Premises in order to provide ceased Services. In case of any delay by the Customer to the equipment disconnection and repossession process, the Customer undertakes to pay the ceased Services for the entire term of delay. In case the equipment is not recovered because of the Customer's fault, the equipment value will be charged to the Customer.

12.9 Articles 8 to 13 will survive the Contract termination for any reason.

13. Intellectual Property Rights

13.1. Subject to the restrictions and terms presented in the Contract, GTS grants the Customer a non-exclusive and non-transferable license for the utilisation of the software programmes, equipment or other materials provided based on or in connection with the Contract on "as such" basis for internal purposes, only and as far as it is necessary to use the Services provided based on it.

13.2. All intellectual and industrial property rights for any software, equipment or other materials including the documentation, provided to the Customer based on or in relation to the Contract, will be held only by GTS or by the providers/other owners of such rights. The Customer will acquire only such rights as they are granted to the Customer in the Contract for Services or in the Accepted Order.

13.3. GTS will take reasonable measures in order to ensure that the use of the software, equipment or other materials provided by GTS to the Customer in relation with the Services will not infringe the property rights or the intellectual property rights of any third party.

14. Final Dispositions

14.1 GTS may act as processor of the Customer which is a controller of personal data, according to the specific of the Service provided. Customer undertakes to notify GTS in case has the capacity of operator and, in case the situation entails, to request GTS the



conclusion of an agreement for personal data processing through which they will establish the appropriate technical and organisational measures that GTS needs to comply with.

- 14.2 No modification of this GTC or of a Contract will generate effects unless made in writing and signed by or on behalf of each of the Parties. All modifications of the GTC, if any, will be implemented either in "Special provisions" chapter of a Contract, or in a Contract addendum. Any such modification will be applied exclusively to the Contract referred to or incorporated in.
- 14.3 Any waiver to any right or remedy based on the present GTC or on a Contract must be writing. Unless expressly stipulated otherwise, any waiver will be effective only in case of and for the purpose it is granted.
- 14.4 In the absence of a contrary stipulation in this respect, under any circumstances, neither Party will have the right to represent the other Party as agent or otherwise.
- 14.5 The Customer's rights and obligations based on the GTC and the Contract cannot be assigned to any third party without the prior written consent from GTS
- 14.6 GTS is entitled at any time to assign its rights and obligations based on the GTC and the Contract to one of its affiliated companies or to a third party, the Customer hereby expressing its prior consent for any such assignment, provided that its rights and obligations resulting from the Contract will remain unchanged.
- 14.7 Any right granted by GTS to the Customer for the use of Services is strictly personal. The Customer cannot resell such right or cannot make the Services provided to it available to any third party, unless expressly stated otherwise.
- 14.8 All notifications and correspondence will be in writing and sent personally or by mail, courier or fax. Such notifications will be considered received if:
- (i) they are handed personally or by courier and the addressee accepts them;
 - (ii) upon the expiry of the seventh (7th) day from the date when it was sent by mail;
 - (iii) immediately after distribution to the given address, and the sender receives the confirmation of receipt, in the event that it was sent by registered letter with confirmation of receipt; or
 - (iv) at the date and hour registered by the fax message in the event that it was sent by fax.
- By exception, the Parties agree and accept e-mail as official and valid communication only for the following cases:
- a) The invoices can be transmitted to Customer also through email, depending on Customer's option, at the address specified in the Contract;
 - b) "Service Notification" can be transmitted to Customer also through email, at the address specified in the Contract, when the Customer does not own a fax number or the number is not functional at the moment the Service Notification is sent.
- 14.9 The Customer undertakes to notify GTS in writing about any modification of identification data within 5 days following the date when such modification occurred. The same obligation is on the Customer's responsibility with regard to the modification of contact data in Contract addendums .
- 14.10 Each of the provisions of this GTC is independent. Accordingly, if any such provision is or becomes null or cannot be performed in any respect according to the law, this will not affect the validity or the performance of the other provisions of this GTC, and the Parties will take all reasonable measures in order to negotiate in good faith for its substitution with one or more satisfactory provisions for any competent authority, but which will be the least possible different from the substituted provision.
- 14.11 Each person signing this GTC on behalf of one of the Parties states, under their own responsibility, and warrants that they were fully empowered to sign this GTC and that all necessary measures were taken in order to authorise the duly signing of this GTC.

This GTC contains 8 (eight) pages, is signed in Bucharest in 2 (two) originals.

WE CONFIRM THAT WE HAVE ANALYZED AND CONSENTED UPON THE PROVISIONS ABOVE BEING FULLY AWARE OF THE DETAILS

IN WITNESS WHEREOF the duly authorised representatives of the Parties signed::

For GTS Telecom S.R.L.

For

Razvan Stoica – Managing Director

By: -

Sorin Draghici – Sales Director

Date:

Date: