

**General Terms and Conditions  
regarding  
GTS Telecom S.R.L. Provision of Services**

**PARTIES:**

Named:		"Provider"	"User"	
Name of legal entity	GTS Telecom SRL	Name of legal entity		
Street	15 Calea Victoriei	Street		
Zip code	030023	Zip code		
Country	Romania	Country		
Registration no. Trade Registry	J40/19010/93	Registration no., Trade Registry		
Social Capital	7,368,415.02 RON	Social Capital		
Fiscal code	RO4419886	Fiscal code		
Account no., Bank	Cod IBAN RO91ABNA4100264100089504 ABN AMRO Bank (Romania) S.A.	Account no., Bank		
General Manager	Dan MIHAESCU	Authorised representative		

**WHEREAS:**

The User wishes to receive the Services under the terms and conditions of this "General Terms and Conditions" ("**GTC**") and the Services Providing Contract (the "**Contract**");

The Provider wishes to provide these Services in accordance with this "General Terms and Conditions" and the Contract;

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

Both GTC and the Contract, have been submitted to the User before the signing date of the Contract;

These General Terms and Conditions are applied to any telecommunication, IT and afferent services provided by the Provider to the User (hereinafter called "Services" and, each, as individual entity, "Service"). To have the right to the Services, the User has to conclude a Contract for each type of Service that User wants to receive.

**AGREE as follows:****Article 1** Definitions and Interpretation

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

Contract	Services providing contract concluded between the Provider and the User for the delivery of a certain type of Service, containing technical, commercial and procedural details of the Service;
the Provider	The legal entity GTS Telecom SRL identified in the Contract;
Party/Parties	User and/or the Provider are depending on the context
Premises	Premise (premises) of the User where the Services are to be provided;
Service/Services	Telecommunication, IT and other afferent services provided by or on behalf of the Provider for its Users;
SLA	The Service Level Agreement;
Unavailability	Availability of 0% of the Services.
User	The Beneficiary of the Services provided by the Provider, as it is identified in this GTC and in the Contract;

1.2 In the interpretation of the GTC and/or of the Contract, unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa and the references to a gender will include also the other genders.

1.3 Any Schedule to the Contract will be integral part of the Contract and will enter into force as it was provided in the Contract and any reference to the Contract will include its Annexes, as they are periodically amended and agreed, in writing, between the Provider and the User.

1.4 The Titles of the Articles from GTC or the Contract are only to facilitate reading and will not affect the interpretation of the Articles.

1.5 Any reference to the GTC will contain an implicit reference to the Contract, and vice-versa, each of these being integral part of the other.

1.6 Any amount mentioned by the GTC and/or the Contract is exclusive of VAT.

**Article 2** Contractual Relationship Between the Parties

2.1 The signing of a Contract does not involve the establishing of a commercial relationship of an exclusive nature between the Provider and the User.

2.2 The User accepts and agrees not to be granted with any right to use any element of plants, functioning facilities or of any other infrastructure used or provided by the Provider with the purpose of providing Services, other than the

right to use the Services, as it is described in the Contract. The User will not receive any right or title regarding the network or in any part of the network, plants or equipment held or used by the Provider for providing Services. All the equipment, property of the Provider, necessary for the use of the Services by the User, which will be given for the use of the latter will be subject to commodatum contracts or lease contracts, as the Provider considers to be necessary.

- 2.3 The User accepts and agrees to receive by mail or by e-mail, letters or other written messages with an informative, commercial or technical content from the Provider. Any written communication or message will be signed and will contain the identification elements of the sender, including name, position, telephone, fax numbers, and e-mail address
- 2.4 In the event of a conflict between GTC and the Contract, the provisions of the Contract shall prevail.

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#### Article 3 Services Installation and Delivery

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- 3.1. The Parties agree for the specific delivery and installation terms and conditions of the Services to be stipulated by the Contract
- 3.2. The User will provide proper conditions for the provision of Services the latest at the date previously specified in the Contract by the Provider. the Provider will have the right to decline the completion of works if this condition is not fulfilled. The User will be liable for maintaining the Premise in proper conditions, in order to comply with the work protection rules, to prevent accidents, to ensure the security regarding the fire protection regulations during the installation of Services.
- 3.3. The costs of the installation works necessary in the Premises, and also the costs of the other changes requested by the User after the installation or the removal of the point of access to the Services will be borne by the User.

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#### Article 4 Prices and Payment Terms

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- 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 will be invoiced by the Provider previous to the date of providing the Service, the provision of Service being conditioned 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 monthly invoiced in advance; and
  - 4.1.3 the taxes applicable according to the utilisation rate and the taxes based on periods of time and rates will be monthly invoiced retroactively;
- 4.2 The prices for the Services are those stipulated in the Contract.
- 4.3 The Prices of the Services are denominated in US dollars or in the European currency EURO. The invoices will be issued in RON denomination and the User will pay the fees for Services to the Provider within seven (7) days after the invoicing date, in RON, at the official RON/USD or RON/EURO exchange rate, communicated by NBR, valid for the date the invoice was issued, through transferring the invoiced amounts in the bank account designated in the invoice.
- 4.4 In the event that the User does not pay the invoice within the term above mentioned at Art. 4.3, the Provider reserves its right to collect (i) penalties of 1 percent (1%) per day of delay for all the amounts invoiced which remained unpaid after this period of seven (7) calendar days, (ii) the differences arising from the variation of the relevant currencies exchange rate, between the due date and the date of payment, for the avoidance of currency exchange risk, and (iii) the reasonable encashment costs which include, but without limitation to, the reasonable legal expenses.
- 4.5 In the event that any type of taxes due according to the utilization rate is applicable to the providing of some Services supplied to the User, the Provider will facilitate the access of the User to the utilization details for such Services for the applicable invoice duration. Any objections which may be raised by the User in relation to such specifications will be notified in writing to the Provider within the term of the payment period stipulated by art. 4.3 from this GTC. After this period, the Provider will have the right to erase any data or registration regarding the electronic utilization and it will be considered that the User has accepted the description of the utilization contained in that 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 or omissions of the User, of its employees or of the third parties used by the User or attributed to the User's Users, to their employees and to the third parties used by them, the Provider will be entitled to invoice the applicable taxes starting with the calendar day on which the Service could have been provided, if it weren't for such a delay.
- 4.7 The Provider will have the right to review and unilaterally modify the tariffs in the event of price changes as an action of law or of the governmental authorities, in which case the Provider has the right to apply a change in the same quantum, provided that it is able to prove that such change affects aspects that have influence over the activities of the Provider or the provision of Service. The Provider will notify the User with regard to the change, in writing, after the relevant legal change has been published.
- 4.8 In the event of any other changes, not related to the above mentioned ones, the Provider will notify the User in writing 30 (thirty) days before such change occurs. In the event of a change leading to the increase of the price of Services, the User will inform the Provider on the acceptance of the change and of its quantum within 15 (fifteen) days from the receipt of the notification. In the event the User does not inform the Provider 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 User refuses to accept the change, the Parties will proceed immediately to negotiations in relation to the prices to be requested for Services. If such negotiations do not lead to any result within 30 (thirty) days from the date of the User's refusal, the Provider and/or the User will have the right to terminate the Contract, without any legal consequence or of any other nature. During the whole notification and negotiation processes, the prices for Services remain at the value previously agreed. In the event of a change leading to a decrease of the prices for Services, these will be considered a priori accepted by the User.

- 4.9 All credits related to the provision of the Service according to the stipulations of the SLA, payable by the Provider upon default in respect of these provisions, shall be effected upon the User's request. 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. In 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, and the possibility of the User to invoke the termination of the Contract for non-observance of the availability provided for in the SLA, covered by credit to the invoice, shall be excluded, except for the situation provided by Art. 12.6.
- 4.10 Any additional provision of Services requested by the User 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) as the Provider requires, by any other reasonable method chosen to ensure their prompt payment.

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Article 5                      Quality of Services, Warranties and Liabilities

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- 5.1 The Provider warrants that all Services will be provided in normal operating conditions, starting from the first date of functioning and that the Services are complying with the object of the Contract. 'Normal operating conditions' means an availability of the Services according to the SLA of the Contract.
- 5.2 The Provider warrants as follows:
- 5.2.1 In the event of some defects related to the Services provided by the Provider, the Provider will re-establish the provision of Services, bearing the related costs.
- 5.2.2 In the event of some disturbances arose in connection with the equipment supplied by the Provider, the Provider:
- will replace the defect equipment or
  - will repair the defect equipment,
  - will bear the costs associated with the acquisition of a new functional equipment and with the replacement of the equipment and
  - will bear the costs resulting from the repair of the defect equipment.
- 5.2.3 The Provider will not collect recurrent taxes on Services for the non-functioning period according to SLA from the Contract, if the Provider does not perform its warranty obligations described above for reasons within its control.
- 5.2.4 The Provider warrants the availability of the Services at any moment during the period of the Contract, according to SLA from the Contract. the Provider is obliged to repair the defects as soon as possible in the event of Unavailability of Services, according to SLA from the Contract.
- 5.3 In the event the User requests the Provider to solve a problem related to a Service, which is proved to have been caused by malfunctions in the network or the equipment of the User, of the User's Users or of a third party used by the User, or if the problem is caused by the User, by the User's Users or by a third party used by the User, the Provider reserves the right to charge all the justified expenses borne by the Provider in order to solve the said problem.
- 5.4 The Provider is not responsible for the non-solving of a technical problem related to the Service, or for the non-functioning of the Service according to the SLA parameters, or for any other delays in the Service deployment or defect repairs if
- 5.4.1 the defect is caused by actions performed by the User, or User's employees or third parties hired by the User
- 5.4.2 the defect is generated by the missing of the required protection devices of the communications equipments against non-authorized users
- 5.4.3 the User refuses to allow the physical access of the Provider to the communication equipments or circuits in order to perform tests.
- 5.5 Without the written prior consent of the Provider, the User:
- 5.5.1 Will not try to modify, transform or improve the Services; and
- 5.5.2 Will not use the Services in such a 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 interests and the public morality. The User will use the Services in compliance with the provisions of Article 7 below.
- 5.6 The Provider is not liable or responsible for any non-performance of the Services or for any other degradation or deviation of the Services from the descriptions and functioning levels provided in the SLA of the Contract or for any delay, which:
- 5.6.1 can be assigned to the actions or omissions of the User, its employees or the third parties employed by the User;
- 5.6.2 can be assigned to the lack of protection of the equipment and transmission devices against unauthorized users

at the Premises;

- 5.6.3 can not be dealt with by the Provider because of the unjustified refuse of the User to allow the access to the network or to its installation, to the testing or repairing equipment;
- 5.6.4 occurs in any planned maintenance period of the Provider network;
- 5.6.5 are due to Force Majeure events as they are described in Art. 9;
- 5.6.6 are the result of a suspension as it is described in Art. 6;
- 5.7 the Provider will not be liable for the content of data communication initiated by the User.
- 5.8 Unless the Parties otherwise agree, the Provider will not be liable for the installation, operation or maintenance of the equipment and software programmes provided by the User.
- 5.9 Except for an express written agreement between the Provider and the User stipulating otherwise, the Provider is not liable for the evaluation of the space, functioning facilities, the computer and the needs related to the transmission capacity of the User and the use which will be obtained from these. The User is solely responsible for the choices made in relation to the aforementioned.

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#### Article 6 Suspension of the Services

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- 6.1 the Provider will have the right to suspend immediately the supply of the Services, in whole or in part, and (as the case may be) to disconnect, to plug out, to block the direct access and/or to raise the equipment, data or the User's cables from the network, the installations and/or equipment of the Provider:
  - 6.1.1 if the Provider 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 entering into force) or is requested to do so following a decision of a court;
  - 6.1.2 if the User does not pay any due amount after the receiving of a written notification which states the payment delay and does not remedy such non-payment within five (5) calendar days from the receiving of the written notification;
  - 6.1.3 if the availability or the quality of the services provided by the Provider to other Users is, or threatens to be, negatively affected by the User's behaviour, by the behaviour of the User's Users, Affiliates, its agents and subcontractors or by the equipment or the User's cables; in order to protect the network, the Provider's resources, as well as those of the other Users, in the event of "Denial-of-Service" attacks having as target Internet addresses allocated to the User, the Provider reserves its right to take the necessary steps in order to minimize the effects of such incidents. The measures may comprise, but without limitation to, the temporary blocking in the entire the Provider network of the addresses or groups of addresses subject to the attack.
  - 6.1.4 If the security of persons or of property is (or threatens to be) negatively affected by the User's behaviour, by the behaviour of its Users, Affiliates, agents or subcontractors;
  - 6.1.5 in the event that the User does not use the Services according to the provisions of art. 2.2, 5.4 and 7 and does not remedy this situation until the date communicated by the Provider;
  - 6.1.6 in the event that the User causes defects to the Services or to the devices provided by the Provider, by infringement to the provisions of the Contract and the User does not reimburse the costs involved by the remediation of the defects until the dead line communicated in writing by the Provider.
- 6.2 The User will be obliged to pay all the amounts due, including but without limitation to, the recurrent taxes, during the suspension period, as it is provided in sub-paragraphs from 6.1.2 to 6.1.6, as well in case of the suspension provided for in sub-paragraph 6.1.1, if such suspension may be attributed to a breach, infringement, action or omission of the User or of the User's Users, Affiliates, agents or sub-contractors. The suspension of Services for a period exceeding 30 calendar days entitles the Provider to terminate the Contract.
- 6.3 The suspension provided for in art. 6.1 will cease within one business day, after when the reasons for suspension ceased to exist.

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#### Article 7 Acceptable Use Policy of the Provider's Services

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- 7.1 GTS Telecom s.r.l and its affiliates (collectively "the Provider ") have formulated this Acceptable Use Policy in order to encourage the responsible use of the Provider's networks, systems, services, web sites and products (collectively "the Provider's Network and Services") by our customers and other users (hereinafter referred to as "Users"), and to enable us to provide our Users with secure, reliable and productive services.
- 7.2 the Provider's Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. The Users may not use the Provider's Network and Services in order 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 of other or privacy, publicity or other personal rights of others, (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, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose the Provider or any of its personnel to criminal or civil liability.
- 7.3 The Provider takes no responsibility for any material created or accessible on or through the Provider's Networks and Services that is not posted by or at the request of the Provider or of the User. The Provider does not monitor nor exercise any editorial control over such material, but reserves the right to do so to the extent permitted by applicable law. The Provider is not responsible for the means of accessing such material on or through the Networks and/or Services offered by the Provider on the basis of this Contract. The Provider is not responsible for

the content of any web sites other than the Provider's web sites, including for the content of web sites linked to such the Provider's web sites. Links are provided as Internet navigation tools only.

**Note: The Provider hereby informs the User that accessing any material available on Internet, directly or, but without limitation to, by password authentication, by providing the User's personal information, including bank account details, credit or debit card details of any type, acceptance for downloading self-installing applications, acceptance of automatic connections to third party destinations, may bring moral and/or material prejudices to the User.**

- 7.4 Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("Spam") in a way that could be reasonably expected to adversely impact the Provider's Network and Services, including, without limitation, using an e-mail account on the Provider's 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 Provider's network. In addition, Users may not use the Provider's Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (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 Provider's 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 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 such User, 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 Provider's Network and 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 in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services which such User is not entitled.
- 7.8 Any User which the Provider determines, in its sole discretion, to have violated any element of this Acceptable Use Policy, shall receive a written warning and may be subject, at the Provider's discretion, to a temporary suspension of service until such User agrees in writing to refrain from any further violations. However, where the Provider deems it necessary, it may in its sole discretion immediately suspend or terminate such User's service without issuing such a warning. Users, which the Provider determines 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 further notice and the Provider may take such further action as the Provider solely determines to be appropriate under the circumstances to eliminate or preclude such violation. The Provider 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 the Provider's exercise of its rights under these policies.

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## Article 8 Indemnification and Limitation of Liability

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- 8.1 User agrees to defend, indemnify and protect the Provider, its employees, Affiliates, agents and subcontractors against any and all liabilities, costs and expenses, including the justified legal expenses related to or which arise from:
  - 8.1.1 the use of the Service or of the Internet network or the placement or transmission of any materials on the Internet by User or by the User's Users, Affiliates, agents or subcontractors;
  - 8.1.2 acts or omissions of the User or of the User's Users, Affiliates, agents or subcontractors in connection with the installation, maintenance, existence, usage or withdrawal of the equipment or software;
  - 8.1.3 any claims from any third parties which arise from the services which will be provided by the User to such third 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 trade marks rights which arise from the using of any services, equipment or software which are not provided by the Provider or by the improper usage of services, equipment or software provided by the Provider.
- 8.2 Any claimed non-performance by the Provider of the contractual obligations or any damage which arise from or in relation to any unavailability, delay, disruption, disconnect, degradation of the Services or negligence in the Provider's behaviour will be notified in writing to the Provider without delay, but anyway within four (4) hours from the moment of the malfunction of the Service occurred. The Provider will not be liable for any such non-performance or loss which is not indicated by the User within the aforementioned period of time, unless the User proves that he couldn't get knowledge or report such non-performance or damage within this period in a reasonable manner.
- 8.3 In any case of breach of the Contract on the part of the Provider, provided that the conditions in which the Provider may be held liable, the Parties agree that the financial liability of the Provider is limited, without exception, in accordance with the provisions of Art. 4.9 or 12.7, as the case may be. This clause has the nature of a default penalty clause ("*clauza penala*").

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Article 9 Force Majeure

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- 9.1 Force Majeure exonerates of liability the Party which invokes it, provided that the other Party is informed within five (5) days from the date on which 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 which invokes it has to present evidence regarding the occurrence and ceasing dates of the Force Majeure case, issued by the Romanian Chamber of Commerce and Industry and/or by other competent authorities. The duration of the Contract is extended with the period in which a force majeure event occurs, making 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, Parties hereby agree to renegotiate its terms or to terminate the Contract.
- 9.2 A Force Majeure event will be, but without limitation to the following examples (providing that these examples would not be provoked or encouraged by the negligence of this Party): fire, flood, any type of cable cuts (which negative results could not be reasonable prevented by repeating of such situations), lightning, general extended power cuts, natural calamities, changes in the regulatory environment, laws and subsequent regulations, strikes, social movements, terrorism and war.

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Article 10 Confidentiality

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- 10.1 For the entire duration of any Contract and for a period of three (3) years after their termination, 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, but without limitation to, the information regarding the business operations and the Users 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 the information which:
- 10.2.1 are already in the possession of the Party which receive them or with which the Party has already been acquainted at moment the Party received the information from the Party which discloses them, in any other way than by infringing this obligation of keeping the secret;
  - 10.2.2 are or become public domain otherwise than by infringing this obligation of keeping the secret;
  - 10.2.3 are obtained from a third party which is allowed to disclose such information or which have been generated by the Party which receive them without using in any way any confidential information received from the Party disclosing them;
  - 10.2.4 are requested to be disclosed by law or judicial order; or
  - 10.2.5 are provided to the (legal) counsellors of the Parties, provided that they are obliged to treat this information as being confidential.
- 10.3 The obligations presented in this article will be permanent and will not cease following the termination of the Contract by any reason.
- 10.4 The User will indemnify the Provider 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 Provider or to the Users of the competition or to the Users of the Provider.
- 10.5 The Services provider may include the name of the User in the reference list if the User does not forbid this in writing.

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Article 11 Governing Law of the Contract/GTC and Dispute Resolutions

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- 11.1 GTC, the Contract, and any document referred to in the Contract, which are made based on the GTC or the Contract, will be governed and interpreted according to the Romanian law.
- 11.2 In the event of any and all disputes/differences arose from or in relation to the conclusion, performance, infringement, termination of this Contract or its invalidity, first will be subject to efforts towards an amiable settlement by the Parties, in 7 (seven) calendar days calculated from the date any such dispute or difference occurred, provided that the other Party was noticed on the dispute according to the terms and conditions provided for in 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 the difference will be submitted to the competent solving of the International Commercial Arbitration Court attached to the Romanian Chamber of Commerce and Industry, according to the arbitral procedure rules of this Court. The arbitral decision is final and mandatory.
- 11.4 The Place of arbitration will be Bucharest, and the arbitration procedures will be conducted in Romanian language.
- 11.5 As an exception, in all and any disputed/litigations regarding payment obligations, Government's Ordinance no. 5/2001 regarding the payment summon procedure shall be applicable.

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Article 12 Termination

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- 12.1 The Contract may terminate (i) upon expiration or (ii) if any of the Parties enters into payment incapacity and/or procedures for its bankruptcy, dissolution and/or liquidation are started.

- 12.2 The Provider reserves its right to terminate the Contract by reasons of non-performance or inappropriate performance by the User of any obligation undertaken through the Contract; the Contract can be terminated upon a simple notification, without the fulfilment of any other prior formalities, the termination occurring with immediate effect from the date of notice and without the intervention of the court. In such event, the User owes to the Provider indemnities previously evaluated as it is provided in Art. 12.3 and Art. 12.4 below.
- 12.3 It is agreed that, in the event that the User unilaterally terminates a Contract before the term agreed for that Contract expires or in the event that the Provider terminates any Contract according to Art. 12.2, the User will pay to the Provider all fees for the Services provided up to the date, including the date of termination of the Contract, plus an amount calculated as follows:
- 12.3.1 if the term agreed for the terminated Services is of one (1) year or less:
- an amount equal with the rest of the applicable fees (in effect at the time of cancellation) in respect of the provision of Services for the entire period up to the expiration of the Contract.
- 12.3.2 if the agreed term for the terminated Services is longer than one (1) year:
- an amount equal with the rest of applicable fees (in effect at the time of cancellation) ) in respect of the provision of Services for the entire period up to the expiration of first year of the Contract, plus 50% (fifty percent) of the amount of the monthly fees up to the expiration of the term agreed, exceeding the first year.
- 12.4 In addition to the sub-paragraphs 12.3.1 and 12.3.2, in the event that the User received a discount or waiver with respect to the charges based on the duration of User's term commitment, then the User shall also pay to the Provider an amount equivalent to the value of such discounts.
- 12.5 Clauses 12.3 and 12.4 are penalty clauses.
- 12.6 The User can terminate the Contract by a simple prior notification given five (5) business days in advance, without the fulfilment of any other previous formalities, the termination occurring effective immediately from the date of notice and without the intervention of the court, if the Services described in the Contract are not available for (3) consecutive days or in case the Services systematically do not meet the requirements of the SLA, provided that the following conditions are fulfilled:
- (i) The User notified such situation to the Provider within the term provided at Art. 8.2; and
  - (ii) If it is proven that the Unavailability or the systematic non-compliance with the SLA had a reason under the exclusive control of the Provider.
- 12.7 In case the Contract is terminated by the User under the conditions of Art. 12.6 above, the User shall be entitled to request from the Provider the payment of indemnities, prior evaluated in accordance with the conditions provided at Art. 12.3. In case the User benefited from credits based on Art. 4.9, the amount of such credits shall be deducted from the amount of the indemnities owed by the Provider to the User, therefore the Provider being liable only for the difference between the amount calculated according to Art. 12.3 and the amount of the credits granted to the User based on Art. 4.9.
- 12.8 Upon termination of the Contract for any reason, the User shall allow the Provider to disconnect and reposes all equipment property of the Provider, installed in the User's Premises with the purpose of providing the ceased Services. In case of any delay caused by the User to the equipment disconnection and repossession process, the User undertakes to pay the ceased services for the entire term of delay.
- 12.9 Articles from 8 to 13 will subsist to the termination of the Contract by any reasons.

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#### Article 13 Intellectual Property Rights

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- 13.1 Subject to the restrictions and terms presented in the Contract, the Provider grants to User a non-exclusive and non-transferable licence, for the utilization of the software, equipment or other materials provided based on or in relation with the Contract on the principle "as such" for internal purposes, only and as far as it is necessary in order to use the Services provided based on it.
- 13.2 All the intellectual and industrial property rights for any software, equipment or other materials including the documentation, provided to the User based on or in relation to the Contract, will be held only by the Provider or by the providers/other owners of such rights. The User will acquire only such rights, as they are granted to the User in the Services Contract or in the Accepted Order.
- 13.3 The Provider will take reasonable measures in order to ensure that the use of the software programmes, equipment or other materials by the User, provided by the Provider in relation to the Services, will not infringe the property rights or the intellectual property rights of any third party.

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#### Article 14 Final Provisions

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- 14.1 No amendment of this Contract will have effects unless it is made in writing and signed by or on behalf of each Party.
- 14.2 Any waiver to any right or remedy based on this Contract has to be made in writing. Except for the case where it is expressly provided otherwise, any waiver will become effective only if and for the purpose for which it is granted.
- 14.3 In the absence of a contrary stipulation in this respect, in any circumstance, neither Party will have the right to represent the other Party as an agent or otherwise.
- 14.4 The User's rights and obligations based on the Contract cannot be assigned to any third party in the absence of a prior written consent granted by the Provider in this respect.
- 14.5 At any time the Provider has the right to assign its rights and obligations based on the Contract to one of its affiliated companies or to a third party, the User expressing its prior consent for any such assignment, provided that

its rights and obligations resulting from the Contract will remain unchanged up a significant level.

- 14.6 Any right granted by the Provider to the User for use of Services is strictly personal. The User cannot re-sell such rights or cannot make the Services provided to him available to any third party, except where it is otherwise provided.
- 14.7 All notifications and correspondence will be made in writing and sent personally or by mail, telex or fax. Such notifications will be considered as received if:
- (a) they are personally handled and the receiver accepts them;
  - (b) at the expiry of the seventh ( 7<sup>th</sup>) day from the date when it was sent by mail;
  - (c) immediately after they have been distributed to the given address, and the sender receives the receiving confirmation, in the event that it was sent by registered letter with receiving confirmation; or
  - (d) at the date and hour registered by the fax in the event that was sent by fax.
- 14.8 Each of the provisions of this GTC is independent. Accordingly, if any such provision is or becomes null or can not be performed, pursuant 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 replacement with one or more provisions satisfactory for any competent authority, provision(s) which will have, as much as possible, the same effects with the replaced one.
- 14.9 Any person which signs this GTC on behalf of one of the Parties, states and warrants that was fully empowered to sign this GTC and that all necessary measures in order to authorise the duly signing of this GTC were taken.
- 14.10 This GTC contains 9 (nine) pages and it is signed at Bucharest in two copies in English language, one for each Party.

**IN WITNESS of which the duly authorised representatives have signed:**

<b>For the PROVIDER</b> <b>GTS Telecom S.R.L.</b>  <b>Dan MIHAESCU</b>  <b>General Manager</b> <b>Date:</b>	<b>For the USER</b>  _____ <b>Represented by:</b> _____  <b>Authorized Representative</b> <b>Date:</b>
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