

Prime Telecom S.R.L.

Head Quarter: 9-9A D. Pompeiu Avenue, 20th Building, 2nd Floor

Iride Business Park, 020335, 2nd District, Bucharest

Fiscal code: RO 13506450

J40/10171/2000

Bank account: [RO07BTRL04301202889149XX](#)



GENERAL CONTRACT TERMS **concluded by and between**

PRIME TELECOM S.R.L., Address: 9-9A Dimitrie Pompeiu Avenue, 2nd District, Bucharest, Romania, Iride Business Park, 20th Building, 2nd Floor, registered with the Register of Commerce Bucharest, under number J40/10171/2000, fiscal code RO 13506450, Bank Account RO07BTRL04301202889149XX, opened to Transilvania Bank, Unirii Branch dully represented by Cristian Grigore in his capacity of Administrator as **Service Provider**
and

_____ **as the Customer.**

1. Contract documents

The **GENERAL CONTRACT TERMS** shall form an inseparable part of this Contract together with the following annexes: PURCHASE ORDER, ACCEPTANCE FORM.

2. Subject and term of this Contract

2.1 The Service delivered to the Customer

The Service Provider shall deliver **leased line service or Internet access** (the "Service") as determined in the **GENERAL CONTRACT TERMS** in accordance with the technical solution as specified in the **PURCHASE ORDER** using the prevailing equipment and personnel of the Service Provider. Terminal equipment connected to the service access point shall be owned by the Service Provider. The Service Provider has the right to rely partly or wholly on the services of partner providers in rendering the service.

2.2 Contract Term and Service Term

This Contract shall enter into force on the day of its last signature and shall expire at the date of expiration of the latest Purchase Order attached hereunder or shall subsist unless terminated in accordance with the terms and conditions contained herein, to clause 10.

Unless stated differently in the **PURCHASE ORDER**, each Service, contracted by the Customer as specify in the PURCHASE ORDER, will be in operation for an initial term of 12 months (the "Initial Term") following the installation date and may be terminated by either Party with thirty (30) days prior written notice from Initial Term expiration.

After this Initial Term, the Service shall be automatically extended until terminated by either Party with thirty (30) days prior written notice.

During its Initial Term, neither Party may terminate the Service, except for Force Majeure causes or, by the Customer, for breach of the Service Provider.

If the Service terminates before the end of the Initial Term for reasons attributable to the Customer and except in case of termination for breach by the Service Provider of its contractual obligations and Force Majeure causes, the Customer shall pay back all individual discounts received at the time of concluding the Contract and Clause 4.3 shall be applied.

3. Customer Care, fault repair

3.1. Support

The Service Provider shall maintain a customer care office that will be responsible for contacts with the Customer and receiving of fault reports.

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F: +4021 242 10 05
E: office@primetelecom.ro
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Fax no: +40 21 242 10 05

Email address of the NOC: support@primetelecom.ro

3.2. Receiving of fault reports

On behalf of the Customer the persons appointed may report troubles 24 hours a day, seven days a week.

Troubles may be reported 24x7 by calling the phone numbers or by email to the Network Operations Centre of the Service Provider.

If troubles are reported by email, the date and time when the Service Provider confirms the receipt of the e-mail shall be considered the date of fault report.

3.3. Fault Repair

The Service Provider shall clear troubles within eight (8) hours of reporting. The clearance time shall be the time passed between the fault report and the completion of fault repair.

PRIME TELECOM contact persons for escalation procedure

Operational level	PRIME TELECOM
Level 0	NOC, Customer Service Center
Tel.	+40 21 242 1877
Tel.	+40 74 311 7423
Email	support@primetelecom.ro

4. Fees payment

The Customer shall pay an **installation charge** and a **monthly fee**, as defined in the **PURCHASE ORDER** hereto, to the Service Provider in return for using the Service.

4.1. Payment deadline

Payment of the monthly fee starts after signing the Acceptance Form. The date of signing the Acceptance Form is considered also the "Commencement of the Service".

The Service Provider shall issue an invoice to the Customer for the services used at the beginning of the subject month. The value of this invoice will be issued in EURO.

The Payment deadline indicated on the bill will be within 30 days from the Invoice issuing date.

The whole amount of Installation Charges is due after Commencement of the Service and will be invoiced along with the first monthly fee.

The Customer shall notify The Service Provider within thirty (30) days of the date of the invoice of any dispute regarding an invoice, giving sufficient detail for The Service Provider to investigate the dispute. The Parties shall use their reasonable endeavors to resolve any dispute within thirty (30) days of the date of the Notification. In the case that the dispute is accepted by The Service Provider, a credit note will be issued to settle the dispute.

4.2. Procedure in case of delayed payment

If The Customer fails to pay the amount of the invoice by the expiration of the payment date indicated on the invoice and after a seven (7) day prior written notice, the Customer shall pay a default interest. The amount of default interest is 0.3% per day and shall be calculated for the outstanding amount as shown on the invoice, for each day since the entire payment has been done.

4.3. Payment obligation in case of early termination



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If the Service ceases during the Initial Term for reasons attributable to the Customer, not specified in Clause 9 of the Contract, the Customer shall be liable to pay to the Service Provider the outstanding monthly subscription fees as due up to the expiration of the Initial Term in a lump sum.

5. Installation of and power supply For the equipment of the Service Provider

The Customer shall make possible the placement of the technical equipment, owned by the Service Provider, in his own site and shall make arrangements for the adequate power supply and security of the equipment. The Service Provider shall be responsible for the maintenance of the equipment. In addition, the Customer shall make sure that the Service Provider is allowed to place the technical equipment and the cables leading to them to provide the service where the site of the Customer is situated and that the Service Provider has access to the site as may be necessary for operation and maintenance of the equipment. The costs of the power supply for the equipment placed on the land where the site of the Customer is situated shall be borne by the Customer.

6. Technical acceptance of service

The technical acceptance of the service shall take place at the endpoints specified in the PURCHASE ORDER on the day of putting the service into regular operation. Acceptance shall be acknowledged by the authorized representatives of the Parties by signing the Acceptance Form. Acceptance shall not be rejected, if the service meets the technical parameter set out in this Contract. The date of signing the Acceptance Form is considered also the "Commencement of the Service".

7. Availability Level

SERVICE PROVIDER IS COMMITTED TO ACHIEVE THE HIGHEST LEVEL OF RELIABILITY.

The SERVICE PROVIDER Network shall be managed 24 hours per day, all the days of the year.

SERVICE PROVIDER guarantees the end-to-end connection availability level ("**Connection Availability Level**") to be at least 99.7% on a monthly basis as calculated below.

$$\text{Availability / month} = \frac{((\text{Total time per month}) - (\text{sum of all unavailable time}))}{(\text{Total time per month})} \times 100$$

Connection Availability month period	Percentage of monthly subscription as compensation
99.5% or greater	0%
99.49% to 99.0%	3%
98.99% to 98.5%	8%
98.49% to 97%	10%
Less than 97%	15%

The above calculation will be performed by SERVICE PROVIDER each month for each Service. For each Service the SERVICE PROVIDER will provide copies of these calculation results and the bases for them to CUSTOMER to which any rebate would relate. Any rebate will be credited against the next monthly bill for the Circuit. Any unavailable time caused by emergency maintenance shall be included in such calculations.

Engineering works (measurements, outage fixing, and upgrades of technical equipment e.g.) shall not exceed 20 hours in the course of one year, or 2 hours in the course of one such work. These planned engineering works shall be communicated in writing to CUSTOMER at **least five (5) days** in advance, and shall be made mainly during the night.

Any rebate due to CUSTOMER for failure of meeting the Service Availability Level will be calculated monthly for the relevant Service and shall be credited in the next monthly invoice to the CUSTOMER.

Failures or interruptions or defects in transmission due to any of the following, shall not count toward the calculation of the Service Availability Level:

- CUSTOMER requesting SERVICE PROVIDER to test the Service although no fault has been detected or reported;
- The Service being modified or altered in any way at CUSTOMER's request;



- Any Force Majeure event;
- Any interruptions resulting directly from defects or failures of the equipment provided by CUSTOMER;

8. Amendment of the place of the endpoints

The Customer may order the relocation or the upgrade of the existing leased line. The amendment process is the same as in case of ordering a new circuit. The price of the amendment shall be calculated according to the calculation of the price in case of a new order.

9. Penalty

In accordance to Article 3.3, if the Service Provider fails to meet the time-to-repair parameters agreed to herein, the Service Providers shall place to the credit of the Customer as 1/30 of monthly fee for definite leased line as penalty.

10. TERMINATION

(A) TERMINATION FOR DEFAULT

10.1 In all cases of defective, late, partial or non performance of even one of the obligations under this Agreement (an "Event of Default"), either Party (without prejudice to all its other rights and remedies available) shall have the right to terminate this Agreement and any related Purchase Order, by giving the other Party a written notice (the "Notice of Termination"), which may be only served if the Service Provider has been granted a thirty (30) days period from the occurrence of an Event of Default for solving such default.

10.2 Notwithstanding, anything to the contrary expressed or implied elsewhere herein, each Party shall further be entitled to immediately terminate this Agreement, in relation to any OF involved in the default, upon written notice if the other Party:

- fails to comply with any applicable law, regulation, court order or other governmental request; or
- becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or to any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary.

10.3 The termination or expiration of this Agreement, whether under this Section or otherwise, shall not relieve the Parties from any liabilities arising prior to such termination or expiration except as otherwise provided herein.

(b) Termination for convenience

10.4 Each single Service shall be considered cancelled in case of any modification to the relevant OF (Upgrade, Downgrade and Substitution). "Upgrade" of a specific provision of a Service means a cancellation of that specific provision and an activation of a new one higher in capacity; "Downgrade" of a specific provision of a Service means a cancellation of that specific provision and an activation of a new one lower in capacity; "Substitution" means the substitution of a specific provision of a Service with another one linking different one or two different ends. For the purpose of this understanding Substitution is considered as an Upgrade if cause an increase in Customer expenses, as a Downgrade if cause a decrease in Customer expenses; "Cancellation Fee" means the economic conditions applied to the Customer for the modification of the agreed Service term. The Cancellation Fee is a lump sum.

10.5 In the event of the OF cancellation, before the RFS Date, the Service Activation Charge and, if any, all the costs sustained or to be sustained by the Service Provider in relation to the Service shall be charged to Customer. If such Service Activation Charge is not provided in the OF, the customer has to pay the Non Recurring Charge. In the event of OF cancellation, before the end of the Initial Service Period and following the RFS date, the total amount that has to be paid by the customer is equal to the 100% of the Monthly Recurring Charges calculated up to the natural term of the OF.

11. Service suspension

11.1 The Service Provider may decide to suspend the service if for a period exceeding fifteen (15) calendar days any invoice not disputed remains unpaid by Customer from the Due Date;

11.2 In the event of suspension, The Service Provider shall reactivate automatically the Service(s) immediately after payment by Customer of all the above unpaid invoice(s).



12. Governing law, Dispute resolutions

This Agreement is governed by the laws of Switzerland. The Parties agree that all disputes arising from or in connection with the present Agreement shall be brought before the courts of Geneva.

13. Transfer

Neither Party may assign or transfer all or any part of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld.

14. Departures from the GENERAL CONTRACT TERMS

In the event of conflict interpretation between the General Contract Terms, the Purchase Order and the Acceptance Form, the General Contract Terms shall prevail unless the Purchase Order or the Acceptance Form explicitly derogate to the General Contract Terms.

15. Force Majeure

15.1 In the events considered by the applicable law as causes of Force Majeure neither Party shall be liable or accountable to the other for any failure, delay or service interruption.

15.2 The obligations of a Party under this Agreement shall be suspended in case of occurrence of a force majeure event, provided that such Party shall:

- (i) promptly notify the other Party of the occurrence of such force majeure event and the ceasing of the same;
- (ii) use its best endeavours to mitigate the effects of the force majeure event on its ability to perform its obligations; and
- (iii) resume the performance of its obligations as soon as the force majeure event will cease.

15.3 In the event that the duration of such event(s) exceeds two (2) months, the Parties shall be free to terminate this Agreement by giving the other not less than fourteen (14) days' prior written notice, without payment of any indemnity whatsoever.

15.4 The following shall be considered causes of force majeure (including but not limited to): earthquake, flood, water, severe weather conditions, third party labour disputes, power failures, explosions, act of terrorism, civil disturbances, strikes, Government or Authority actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, and any other events beyond the reasonable control of a Party.

16. Confidentiality

16.1 For the purpose of this Agreement Confidential Information shall mean all documents regarding the disclosing Party or any of its Affiliates, prepared by the disclosing Party, which may be supplied to or may otherwise come into the receiving Party possession, whether in writing or in any other tangible form, and which is confidential in nature or otherwise expressed by the disclosing Party or any of its Affiliates to be confidential.

16.2 Such Confidential Information shall not be disclosed by either Party to any third party.

16.3 The above Section 16.2 shall not apply to Confidential Information, except that the receiving Party proves that such information at the time of the disclosure:

- (i) was or becomes generally available to the public; or
- (ii) was or becomes available to such Party from a third party on a non-confidential basis; or
- (iii) was or becomes independently developed by a Party without reference to confidential information; or
- (iv) was known to such Party prior to the date of this Agreement; or
- (v) was or becomes necessary or proper disclosure under any applicable law, rule or regulation or pursuant to the direction of any Governmental Entity or Agency having jurisdiction in the country of each Party provided that the receiving Party shall promptly notify the owner of the confidential information of such disclosure and shall take all reasonable steps in order to avoid further disclosure.

16.4 Confidentiality obligations shall remain in force for a period of three (3) years following the expiry or the termination of this Agreement.



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Issues not regulated by this Contract shall be governed by the **GENERAL CONTRACT TERMS** and by the effective legal rules.

Dated:

Reprezentant / Representative
S.C. PRIME TELECOM S.R.L.

Nume / Name:

Cristian Grigore
Administrator

Semnatura / Signature:

Reprezentant / Representative:

Nume / Name:

Semnatura / Signature:

Acceptance FORM

S.C. PRIME TELECOM S.R.L. /

No. ___/_____

A. GENERAL INFORMATION

Circuit:	
Circuit ID:	
Circuit capacity:	
<u>Circuit Road / Circuit Assignment:</u>	
Location A:	
Location B:	

B. COMMENTS



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Representative
S.C. PRIME TELECOM S.R.L.

Name:
Cristian Grigore
Administrator

Signature:

Representative:

Name:

Signature:



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Annex 1
PRIME TELECOM

Order FORM.

1. Order type	Change/Service cancellation
<input checked="" type="checkbox"/> New order Yes (yes / No) One Invoice yes (Yes/No) <input type="checkbox"/> Modify <input type="checkbox"/> Cancellation	<input type="checkbox"/> Change capacity <input type="checkbox"/> Change address International circuit change:

2. OPERATOR TELECOM CORDONATOR:	PRIME TELECOM SRL
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3. Service delivered by : PRIME TELECOM SRL	
Country	<u>România</u>
Telecom Operator:	<u>PRIME Telecom SRL</u>
	PRIME Telecom SRL

4. Subscriber	Invoice address
	Company name
	Address
	Code, Town
	Country
	Contact details
	Phone
	Fax

5. A Point Address - Connexion POINT	
Company name	
Address	
Code, town	
Floor, room	
Country	
Contact details	
Phone	
Fax	



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6. Service details	
Service:	Type, connectors, interface type any usual information requested

7. Contract period
months:

8. Additional taxes (id they are)			
Installation fee	Monthly charge	TVA	Currency
EUR :	EUR	19%	EUR

9. RFS
(RFS) :

10. Any other information

Dated: _____

Representative

Name:

**Cristian Grigore
Administrator**

Signature:

Representative:

Name:

Signature:



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