

Prime Telecom S.R.L.

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

Iride Business Park, 020335, 2<sup>nd</sup> District, Bucharest

Fiscal code: RO 13506450

J40/10171/2000

Bank account: [RO07BTRL04301202889149XX](https://www.bnr.ro/ro/conturi/RO07BTRL04301202889149XX)



## **GENERAL CONTRACT TERMS**

### **for Prime Telecom Services**

**Capitalized terms shall have the meaning described in the contract context or unless the parties give them another meaning.**

<b>ANCOM</b>	Means the National Authority for Management and Regulation in Communications, established under Government Emergency Ordinance no. 22/2009 establishing the National Authority for Management and Regulation in Communications, approved by Law no. 113/2010, as further amended and supplemented the authority that oversees and regulates the provision of Services.
<b>Contract</b>	Means these General Contractual Provisions to Service Commitment and Contract Clauses Special Service delivery including relevant annexes,
<b>Contract duration</b>	Means the period of time in Engagement Party,
<b>Beginning Date</b>	Means the date of signature on the acceptance forms from which it is considered effective service to the provision of service
<b>Discontinuity</b>	Means malfunctions manifested through the operation of the service outside the parameters established by GCT, except those related fittings, connections or equipment installed by customers, operations performed by customers, employees or subcontractors or in any otherwise attributable to the CLIENT without causing total lack of connectivity,
<b>Service duration</b>	Means the time period between the date of signing the acceptance forms and Contract termination date, according present Commitment and GCC,
<b>Terminal Equipment</b>	Means the equipment or property of PRIME installed in customer locations needed to provide the service and to ensure PRIME interface between network and customer network. The relationship between PRIME and CLIENT on Terminal Equipment is regulated by rules set out in Art. 2.103 – 2.123 of the Civil Code, unless the parties have agreed otherwise in commitment and hereby depositor PRIME agrees to use terminal equipment by the depository CLIENT only purpose of providing Service. Terminal Equipment characteristics and value are detailed in Section I of Commitment
<b>Acceptance forms</b>	Means the report that shows detailed technical parameters of interconnection indicate compliance contracted services, features and value Terminal Equipment.
<b>Fraud</b>	Means any abuse or improper use of services, as per art. 16 from GCT,
<b>Confidential</b>	Means access coordinates, any information of a commercial nature, know-how,



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<b>Information</b>	Technology, including equipment, projects, products, applications, services, offers customized rate plans, features and terminal equipment, activities and development plans, inventions, processes and working methods, engineering activities and marketing operations, customers, prices, internal procedures, plans and business strategies, knowledge or any financial information of the Parties disclosed to the other party in the running of this Contract, irrespective of support, written or verbal, whether or not expressly stated that they confidant character,
<b>Interruption</b>	Means any situation involving a total lack of connectivity, characterized by unavailability of Service,
<b>Client location</b>	Means the head office or other premises on which the customer has a right of use, PRIME provides the service and / or install Terminal Equipment,
<b>NOC</b>	Network Operations Centre
<b>Invoicing period</b>	Means interval of time between two consecutive billing dates, every one calendar month for which the premium charged monthly fee for services,
<b>Connection point</b>	Means bounding point of the client's network, PRIME assuming responsibility for quality of service only through its own network,
<b>Site</b>	PRIME TELECOM website: <a href="http://www.primetelecom.ro">www.primetelecom.ro</a> ,
<b>SLA</b>	Service Level Agreement
<b>TT</b>	Trouble Ticketing
<b>UPS</b>	Uninterruptible Power Supply

### **Art. 1. Contract objective**

1.1. PRIME will provide the Service described in the agreement with the availability and according to the technical commitment with the CLIENT and to provide the Terminal equipment.

1.2. The service described in the Agreement is provided and can be used by the client 24 hours / day, 7 days / week in a coverage area that may change depending on network development, the specifics of radio wave propagation, technical specifications of the network PRIME and equipment used by the Client.

1.3. The client has the obligation to ensure their essential technical resources or equipment necessary and compatible, to qualify for service. Failure or non-use of such equipment by the Client does not exempt from paying tariffs. The parties will sign the Acceptance Form. In installing the Client requested equipment, the Customer may benefit from support NOC.

1.4. PRIME reserves the right to change, due process and the legal provisions in force, the content or some features of the Service as a result of operational or organizational needs of the Service so that the rights of the Client will be as little affected.



## **Art. 2 – Installation. Activation. Suspension. Reconnection**

2.1. The service will operate according to commitments and GCT. At the Commencement Date, the Parties shall sign the Acceptance Form. Depending on the limit of customer loans calculated based on the Information, received activation may make the prepayment, according Commitment. Coin does not produce interest and will be reimbursed to the customer once the credit limit has been extended or termination of the Agreement or will be used to offset any liabilities of the Customer to the RAW, respectively.

2.2. If for providing installation and service delivery, Customer shall use terminal equipment on the customer site, the installation will be performed at the end of the Acceptance Form.

2.3. Prolonging the temporary suspension of the contract will prolong the duration of the suspension period for location or locations in which it operates. The service is considered provided by the closing date of Acceptance Form.

2.4. Reconnecting the Customer to the Service shall be performed by PRIME within a maximum of 24 (twenty-four) hours after the date of fulfilment by the Customer of the obligation to pay all amounts due to PRIME.

## **Art. 3 – Quality of Service. TT settlement procedure and other notifications**

3.1. Quality of Service levels corresponds to quality and quality indicators stipulated in the Agreement. PRIME website may periodically publish quality parameters valid during the reference period mentioned in that version.

3.2. PRIME quality level provided in the Service is governed in each Agreement. TT will be sent to any of the specified coordinates and will receive registration number as soon as you have received from PRIME. Time for processing of a TT is at most eight (8) hours of recording TT, the solution will be communicated to customers with the solved TT, but not later than eight (8) hours after the recording of the TT.

3.3. If the customer will not be able to use the service at the availability guaranteed due to faults exclusively by PRIME, and network / system malfunctions, the customer is entitled to compensation agreed by the parties as a reduction of the monthly tariff for the next billing period as agreed in GCT, discount percentages applied as the availability of the client Service for the period they did not receive the level of service availability guaranteed in compensation. Tariff reduction will be shown in the invoice in the billing period immediately following the period of downtime. Except as provided above, PRIME is not liable for damages, whatever they may be, whose existence Client Service assigns malfunction.

3.4. PRIME can implement measurement and management procedures in order to avoid traffic congestion, network segments and their use at full capacity. These procedures will not affect the quality of service and will be published on the Site.

## **Art. 4 – Technical Assistance**

4.1. PRIME has an NOC which can be accessed free of charge by the Client to record TT and to obtain technical support on the operation of the Service and for any other questions concerning the Service. Client access to the NOC can be done on-line including accessing the Site, Help Desk section, and using coordinates provided by PRIME Access to the date of this Agreement.

## **Art. 5 PRIME obligations**



5.1. PRIME will perform works overhaul, maintenance and repair of communications networks PRIME Service supply so as to ensure the optimal functioning. Maintenance operations, maintenance and repair of communications networks of PRIME will be provided at its own expense, if these works are not attributable to the Customer, in which it has the obligation to bear the cost of the works. Maintenance operations, maintenance and repair can cause a break or discontinuity and Service Fees can be reduced.

5.2. PRIME is not responsible for data corruption transported outside its own data communication system. PRIME shall not be liable for errors, network failure, alteration and / or security of information passing through other systems or network failures of third parties.

#### **Art. 6 CLIENT rights and obligations**

6.1. Customer is solely liable for the information transmitted through the network of PRIME.

6.2. The customer can use the services, as end-user for their own needs and / or for supply to third parties of reselling commercial purpose or to obtain a profit. Service resale to third parties by the customer is possible only on the basis of contracting properly for this purpose.

6.3. The Customer undertakes to pay all amounts due under the Contract within the time of the Contract. This requirement is essential, absolute and unconditional and will not be affected by any circumstances whatsoever, like any mutual compensation or claims.

6.4. The customer agrees to return the terminal equipment to PRIME. If the client fails to fulfil / fulfils inappropriately this obligation to return the terminal equipment, it will be due by the first penalty of 1% of the amount stipulated in the Data Terminal Equipment Acceptance for each day of delay. In case of a delay obligation to return more than 30 (thirty) days, Customer shall pay the full value of the terminal equipment PRIME, as it is stipulated in the Card Acceptance.

6.5. The Customer undertakes to pay in full and on time any amount due.

6.6. If not paid on time by the Client invoices received under the Agreement or any other agreement between the Customer and PRIME, PRIME may suspend the Service immediately without notice or right to compensation for the Client, until full payment of all debts recorded by Client the first. In case the payment delay is greater than 20 (twenty) days, PRIME will terminate the contract without being obliged to pay any damages the Customer without fulfilling any formality and without the intervention of any court. Customer shall be obliged to pay the invoices due and unpaid and penalties related, plus the equivalent damage caused PRIME will be calculated by multiplying the number of months remaining until the expiry of the duration of the Contract with monthly fee for each service, as the fair PRIME paid compensation for damage caused by CLIENT.

#### **Art. 7 – Notifications**

7.1. All communications, notices or other solicitations in connection with this Agreement shall be in writing and should be sent to the contact information below (i) personal registration number or (ii) by courier with acknowledgement of receipt or (iii) by registered letter with acknowledgement of receipt or (iv) by fax (v) by e-mail, given below. Verbal communications will not be considered.

**For PRIME: Address:** 9-9A Dimitrie Pompeiu, 2nd District, 020335, Bucharest



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### **Art. 8 - Settling disputes**

8.1. The parties agree that any disagreement intervenes in the contract will be solved amicably. Disputes of any nature arising from the signing, implementation, interpretation, performance, breach and termination of the Agreement or any part of this Agreement or in connection with it that cannot be resolved amicably by the Parties, shall be settled by ANCOM or competent courts in whose district the headquarters PRIME.

### **Art. 9 – Fraud**

9.1. The services are intended for use by the Client as an end-user, for their own needs, and / or commercial exploitation of them. Fraud can be seen independent of effective getting a profit. Services covered by this Agreement may be intended resale to third parties, suppliers or end users, and / or testing of equipment; any use of the Services contrary to the law is considered fraud and is prohibited.

9.2. In the case of uses permitted under this clause, whether Fraud occurs to or from the port of Client and Network-threatening operation, PRIME has the right to suspend the provision of Services to the termination misuse.

GCT and the Agreement become valid and applicable at the signing date and are published and subsequently, if necessary, PRIME archived on the Site can be accessed any time by the Client. Also, the parties declare that this Agreement has been submitted, negotiated 'clause by clause' and agreed before signing.

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The parties, through legal representative, declare that the above data is consistent with the commercial understanding, for which the parties signed these general contractual terms in two.

**PRIME**

**Client**



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