

SPECIAL CONDITIONS FOR DATA CENTRE SERVICE**1. General provisions**

These Special Conditions for Data Centre Service Supply („The Service”) provided by INES are subordinated to the General Conditions series F and are part of the Contract, as it is defined in the General Conditions.

2. The Service

2.1. The Service provided to the Beneficiary is the hosting service for servers, systems and other telecommunications equipment owned or not owned by the Beneficiary in the Data Centre owned by INES ("Data Centre") including, without limitation, the following: allocation of space on INES servers, collocation of servers and other equipment of the Beneficiary in INES Data Centre, website hosting on INES servers, dedicated servers and virtual servers managed or not managed by INES, IT connectivity and providing of assistance and technical support, hereinafter referred to as the Service, in accordance with these conditions, with the General Conditions and the Fees and Services Appendix.

2.2. INES provides the Service according to the technical parameters and in the locations specified in the Fees and Services Appendix. The installation of the Service is available after the payment of the tariffs specified in the Fees and Services Appendix.

3. Fees

For the provided Service, the Beneficiary will pay the fees established in the Fees and Services Appendix.

4. Billing. Payment

4.1. The billing and payment for the provided Service are stipulated in the General Conditions for INES Services Supply.

5. Interruption and/or suspension of the Service

5.1. For invoice payment delays exceeding 60 days from the due date of the first unpaid invoice, INES may interrupt/suspend the Service until the payment by the Beneficiary of all the obligations due and outstanding.

5.2. The Beneficiary may request the service suspension for a period not to exceed 30 days, unless the Beneficiary has no due and unpaid debts on the date of the request.

5.3. The Beneficiary may be required to return the materials and devices belonging to INES throughout the Service suspension period.

5.4. After the expiration of the requested suspension period or at any moment during the suspension the beneficiary will request in writing the reconnecting to the network, the service being put into operation according to the terms established in the General Conditions.

6. Contesting of the invoiced amounts

The invoiced amounts will be contested under the chapter Complaints of the General Conditions. If the complaint proves to be justified, INES shall refund the amounts received in addition, by crediting and stipulation in the invoice issued during the next month.

7. Quality of the Service. Service quality class

7.1. INES guarantees the proper operation of the Service only if the Beneficiary uses the system and the recommended equipment specified in the Fees and Services Appendix and if the Beneficiary observes the instructions received on the date of the Contract signing and of the Service installation.

7.2. The telecommunications service provided by INES falls into Class 0 of quality for services provided through networks using the IP protocol, according to the classification adopted through the decision by the regulatory authority in the field. Points considered in estimating the quality class are: the access point at the Beneficiary, the access point to the "Internet" (on the date of the contract signing: the network Level 3 through the POP in Bucharest, the network Telia Sonera through the POP in Bucharest, the network AMSIX through the POP in Amsterdam and the network BIX through the POP in Budapest), respectively RoNIX and InterLAN.

8. Liability. Limitations

8.1. INES is not liable for any (direct or indirect) loss, loss of opportunity or business opportunity or loss of profits by the Beneficiary or third parties with whom the Beneficiary has contract relations, as a result of the malfunction or improper operation of the Service. The only remedy that may be requested by the Beneficiary is to be proportionately reduced the monthly subscription according to the non operation periods, provided the signed contract should specify the payment for a monthly subscription.

8.2. The Beneficiary has acknowledged and understood that INES does not control and has no liability regarding the contents of the communications transmitted through the INES network. In this respect, the responsibility belongs, in the first case, to the Beneficiary managing and using the system and, in the second case, to the person who originates the communication.

8.3. The Beneficiary shall use the Service in accordance with the Contract provisions and with the laws in force.

8.4. The Beneficiary shall immediately notify INES in writing of any unauthorized and/or fraudulent use of the Service.

8.5. The Beneficiary undertakes not to use equipment not authorized by INES and not to modify the equipment or any other installations made by INES for the Service operation.

9. Malfunction of the Service. Complaints

9.1. INES will continuously strive to provide the Service with minimum interruption, except that some interruptions, delays or other malfunctions of the Service may be caused by reasons beyond INES (third-party suppliers of data transmission, electricity etc.).

9.2. The INES Service is available for the Beneficiary 24 hours on 24, 7 days out of 7. The telephone technical support is provided 24 hours on 24, 7 days out of 7 at the telephone number 031.620.20.20, and the interventions that require travel, from Monday to Friday, between 9.00-18.00, except for bank holidays. The technical assistance requested by the Beneficiary to remedy defects not due to INES, as well as any additional services will be charged according to the fees in force.

9.3. INES undertakes to remedy any claimed defect within maximum 3 hours if the complaint is reported and registered at the INES support centre during the business hours (Monday-Friday from 9:00 to 18:00) or up to 12:00 on the following business day if the complaint is reported and registered after the business hours.

9.4. The Service availability is guaranteed at a rate of at least 99.5%. If this availability is not assured, the Beneficiary will be granted, as compensation, the following deductions from the monthly tariff of the Service:

Availability expressed in rates lower than 99.5%	Granted deductions
$X < 0.5$	3%
$0.5 < x < 1.5$	5%
$1.5 < x < 3.0$	7%
$3.0 < x < 5.0$	10%
$x > 5.0$	15%

In order to monitor and ensure the quality of the Service, the Beneficiary shall provide access to INES SNMP or an IP address that is not behind a firewall. In case of failure to access SNMP or an IP address that may be monitored, the Beneficiary shall not receive the deductions above.

9.5. INES will highlight any deduction for the interruptions during the previous invoicing period in the next invoice communicated to the Beneficiary. If the Beneficiary does not agree with the amount of the deduction, the Beneficiary may request in writing, before the invoice due date, the verification of the period of the Service discontinued providing during the previous month. After the verification, the parties shall jointly agree in writing on the invoice deduction amount.

9.6. This chapter shall not apply if the Service interruption or deterioration is caused by the equipment, software configurations or network of the Beneficiary.

10. Final provisions

In case of conflicts between the terms of these Special Conditions and the provisions in the General Conditions, the provisions of these Special Conditions shall prevail.

These Special Conditions have acquired certain date by their registration in the registry of the Law Firm Luminita Negoescu under no. **445** dated **05/25/2018** and will take effect starting on **05/25/2018** and are part of the Framework-contract for services Series F. The contracts signed after the effective date will be applied these Special Conditions, until the issue of other conditions. The compliance of the signed counterpart with the certain date may be checked by accessing the website www.ines.ro

This counterpart is the original counterpart of the **SPECIAL CONDITIONS FOR DATA CENTRE SERVICE**, being signed for compliance by Mr. IOAN IRINA – Sales Manager /INES GROUP S.R.L.

INES GROUP S.R.L. By the Sales Representative [signature and stamp]	Beneficiary By the Legal Representative [signature]	[Stamp]
--	--	---------