

## SPECIAL CONDITIONS FOR THE SUPPLY OF THE INTERNET ACCESS SERVICE

### 1. General provisions

These Special Conditions for Internet Service Supply („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. Service

**2.1.** The Service provided to the Beneficiary includes the data transmission services via dedicated internet access, inside and through INES network, hereinafter referred to as the Service, in accordance with these conditions, 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. Service Installation becomes possible only further to payment of the fees indicated in the Fees and Services Appendix and provided technical conditions for installation are in place, further to issuance of all necessary authorisations, if applicable.

**2.3.** The Service is offered by INES in good-will, upon fulfilment of all applicable legal requirements for execution of contract („best efforts“). INES does not guarantee a maximum speed for supply of Internet access services, and the Beneficiary accepts this. The maximum data-transfer speed may go up to \_\_\_\_ Mbps download and \_\_\_\_ Mbps upload. INES shall take all efforts to guarantee the Beneficiary access to the Service, however shall not be in a position to guarantee quality of access and transmission. In case the Beneficiary purchases the audio-visual service in addition to the internet access service, the Beneficiary shall acknowledge and agree that the audio-visual service shall use part of the 100Mbps port allocated: SD channels (standard definition) up to 5 Mbps, and HD (high definition) channels up to 15 Mbps.

### 3. Fees

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

### 4. Invoicing. Payment

The invoicing and payment conditions for the provided Service are laid down in the INES General Conditions of Supply.

### 5. Interruption and/or suspension of the Service

**5.1.** For invoice payment delays exceeding 30 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 suspension of service for a period not to exceed 30 days, unless the Beneficiary has no due and unpaid debt 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

If the Beneficiary contests the invoiced amount and the difference in dispute is less than 20% of the invoice, the Beneficiary will pay the full invoice, and any differences will be corrected in the next invoice. If the difference in dispute exceeds 20% of the invoice amount, the payment of the disputed amount will be delayed until the end of the investigation, which will not to exceed 30 days following the date of the complaint registration.

### 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. INES is interconnected with various major operators in Romania, especially using private interconnections. The interconnection is made directly or through Ronix and is determined by the amount of traffic, the in/out traffic rate between the networks and by the existing commercial agreements.

**7.3** INES uses traffic measurements and management performance indicators generated in the network nodes, as per the technical specifications of the equipment suppliers. Performance of such indicators is constantly monitored in order to avoid network congestion or to maximize operational capacity of the network. In this respect, INES network architecture allows performance of licensed operation criteria on a fully certifiable basis. The Beneficiary acknowledges that the quality of Services may be altered in cases in which traffic decongestion measures are taken, INES insuring a maximum level of no-access and call interruption of an average 2% per network (a proportion applicable to the total number of subscribers in a certain period of time for the entire INES network). Complete information on procedures for traffic measurement and management as well as on possible conditions which may affect or limit access to or use of certain services and applications are available on [www.ines.ro/www.inesiptv.ro](http://www.ines.ro/www.inesiptv.ro) Features or availability of INES Services may suffer modifications as a result of limited access/suspension/termination, for any reason, of INES right to provide such services to other partners' networks. For the sake of clarity,

INES is not liable for prejudices of any kind, direct or indirect, suffered by the Beneficiary in relation to such modifications. The Beneficiary may measure continuously maximum band width contracted using the tools available on [speed.ines.ro](http://speed.ines.ro) or [www.netograf.ro](http://www.netograf.ro).

**8. Limitation on Liability**

**8.1.** INES is not liable for any (direct or indirect) loss, business interruption 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 a pro-rata discount from the monthly subscription considering the non-operation periods, provided the Fees and Services Appendix specifies monthly subscription payments.

**8.2.** The Beneficiary has acknowledged and understood that INES does not control and has no responsibility regarding the contents of the communications transmitted through the INES network.

**8.3.** The Beneficiary shall use the Service in accordance with the Contract provisions and with the applicable laws in force. In this regard, the Beneficiary is forbidden, without limitation, to intercept, to monitor, to delete, to destroy or modify any communication which is not intended for or does not belong to the beneficiary, to send unsolicited commercial messages not allowed by law, or to fraudulently use the Service.

**8.4.** The Beneficiary shall provide INES access to its facilities for the technical interventions related to the proper operation 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. Technical support is provided on call, 24 hours on 24, 7 days out of 7 at the telephone number 031.620.20.20, and the interventions that require on-site presence of technical teams, from Monday to Friday, between 9.00-18.00, except for 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 applicable fees.

**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.** 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 specified at items a) and b) of this Article. The Beneficiary shall notify INES in writing, within maximum 48 hours following the occurrence of any non operation intervals. The Beneficiary may request a) for any continuous interruption exceeding 30 minutes the reduction of the amounts due to INES by the value corresponding to the respective day and afferent to the non operating location; b) for any interruptions totalling more than 120 minutes during 24 hours the reduction of the amounts due to INES by the value corresponding to the respective day and the non operating location. Maintenance interruptions not exceeding a total of 4 hours per month, announced in advance by INES, are not covered by this provision.

**9.5.** In the following invoice communicated to the Beneficiary INES will highlight any discounts due to such interruptions occurred during the previous invoicing period. If the Beneficiary does not agree with the amount of the discount, the Beneficiary may request in writing, before the invoice due date, to have a verification of the discontinued duration of the Service during the previous month. After the verification, the parties shall jointly agree in writing on the invoice discount amount.

**9.6.** This chapter shall not apply if the Service interruption or malfunction 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 former shall prevail.

These Special Conditions bear certified date further to their registration in the registry of the Law Firm Luminita Negoescu under no. **413** dated **02/17/2017** and will take effect starting on **02/17/2017** and are part of the Master-contract for service providing Series D. 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 certified date may be checked by accessing the website [www.ines.ro](http://www.ines.ro)

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

<p><b>INES GROUP S.R.L.</b>                  By the Sales Representative                  [signature and stamp]</p>	<p><b>Beneficiary</b>                  By the Legal Representative                  [signature]</p>	<p>[Stamp]</p>
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