

SPECIAL CONDITIONS FOR TELEPHONY SERVICE SUPPLY**1. General provisions**

These Special Conditions for Telephony 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 is the international, long distance and local voice and facsimile messages service through the 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.

3. Fees

3.1. For the Service provided, the Beneficiary shall pay the fees set down in the Fees and Services Appendix.

3.2. Duration of calls is calculated in minutes, rounded to one full minute for the first 60 seconds. After the first minute, invoicing shall be made per second. INES reserves the right to apply at any moment additional fees for any special services provided related to the Services, in case the Contract does not cover such services. Such fees, in case they are required, shall be made available to the public on www.ines.ro and shall be included in the Fees and Services Appendix.

3.3. Fees for any type of voice call, in case the number of minutes included in the subscription (standard minutes), as well as the additional fees (which are not included in the subscription) in case of telephony services are:

- national, inside other fixed telephony operators' network (including ported numbering): 0,020 euro
- Inside mobile networks : Vodafone, Orange, Telekom, RCS_RDS (including ported numbering): 0,050 euro
- Added-value services Telekom: 0.0250 euro
- National: Universal Emergency Service (Ambulance, Fire service, Police, 112): 0 euro

Fees for international destinations are available on www.ines.ro

3.4. Order of used subscription minutes shall be established according to the order of calls on list. When standard minutes are used, further calls shall be charged with supplementary traffic fees.

4. Invoicing. Payment

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

4.2. Upon request, the invoice may be partially detailed (by destinations) or fully submitted (by dialled numbers) on the Beneficiary's choice, against the fees in force on the date of the service request.

5. Interruption and/or suspension of the service

For invoice payment delays exceeding 30 days from the payment due date, INES may interrupt/suspend the Service delivery until the payment by the Beneficiary of all due and outstanding obligations. The Service reconnection fees are those effective on the date of the Service reactivation.

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. In case the amount under 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. Service quality

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

8. Service activation

8.1. The Service activation is done in accordance with the General Conditions.

8.2. Upon Service activation, INES assigns to the Beneficiary, within the limited availability, one or more phone numbers. If there is a request from the Beneficiary for a particular phone number, it will be subject to validation by INES. Upon justified request of the Beneficiary, the phone number may be changed after the payment of the fee specified in the Fees and Services Appendix.

8.3. The Provider reserves the right to change the telephone number assigned to the Beneficiary for reasons concerning telephony service, free of charge, further to a one-month prior notice and in compliance with the regulations in force.

9. Liability. Limitation

9.1. 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 specifies payment of a monthly subscription.

9.2. 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.

9.3. The Beneficiary shall provide access to its facilities for the INES technical interventions related to the proper operation of the Service.

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

9.5. The Beneficiary may call free-of-charge the emergency number 112, without any limitation of access. The Beneficiary acknowledges and accepts that the information on location of the caller to emergency number 112 is communicated to the operator of the emergency system.

9.6. There is no charge applied for porting to INES network upon a Beneficiary's request for porting there is no charge applied. In case of request of porting from INES network to another network, the request shall be processed based on a direct requirement for porting to another service supplied, Contract termination occurring on the date of porting, according to the terms and conditions of the Contract. In

case the Beneficiary's request for porting from INES network to another operator is not achieved, the Contract shall continue to produce effects under the same terms and conditions.

10. Malfunction of the Service. Complaints

10.1. 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 causes beyond INES control (third-party suppliers of data transmission, electricity etc.).

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. Characteristics of availability of Services supplied by INES 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.

10.2. 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 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.

10.3. 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.

10.4. Interruption of supply is considered any unannounced service interruption lasting for more than 10 minutes. Not be taken into account:

- interruptions to perform works for the network and equipment maintenance/replacement, announced by INES to the Beneficiary at least 48 hours in advance. They will have a maximum duration of 5 hours/week and INES will take care they should be performed between the 0:00 and 5:00 A.M..
- interruptions cause by the Beneficiary or third parties and for which INES is not bound responsible.
- Interruptions due to transmission disruption caused by electromagnetic fields off the INES network.
- interruptions caused by force majeure.

10.5. Duration of interruption counts from the moment when the Beneficiary announces by phone the malfunction (at which time the Provider will give the notification a registration number, mentioning the exact time of receipt) until the Service has been restored to normal operation.

10.6. INES may grant a discount that will be calculated in proportion to the total duration of the malfunction from the invoicing period (calculated by summing up the interruptions not announced by INES, that meet the requirements above, from which 2% will be deducted from the total number of hours within the intervals allowed by the product type), by reference to the total number of hours within the intervals allowed by product type.

10.7. The deduction granted by INES is at maximum equal to the fees corresponding to the Service invoicing period.

10.8. INES will indicate any deduction for the interruptions during the previous invoicing period in the following 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 provided during the previous month. After the verification, the parties shall jointly agree in writing on the invoice deduction amount.

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

11. 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 bear certified date further to 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 service contract Series F. The contracts signed after the effective date will be applied these Special Conditions, until the issue of other conditions. Compliance of the signed counterpart with the certified date may be checked by accessing the website www.ines.ro

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

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