

## **GENERAL TERMS**

### **for the Provision of Telecommunication Services**

**effective as of 25th of May 2018**

#### **I. SCOPE AND DEFINITIONS**

1. These General Terms govern the relations between Neterra EOOD, with its headquarters and business address at 20a Andrey Saharov Blvd. Tax Number BG121039370, Sofia, Bulgaria, hereinafter referred to as Neterra, and the Clients, regarding the provision of telecommunication services by Neterra. These General Terms are binding upon Neterra and the Client, their duration is unlimited and their effect continues as long as Neterra provides services to the Client based on accepted Service Order Forms.

2. The contract between Neterra and the Client comprises of the complete set of a Service Order Form for the provision of telecommunication services accepted in accordance with these General Terms, Description of the Service (for each type of service), a Service Level Agreement, if applicable, and these General Terms.

3. In case of any discrepancies, the following documents shall apply in order of decreasing priority:

- a) Service Order Form (SOF);
- b) Service Level Agreement;
- c) Descriptions of the Services;
- d) The present General Terms.

4. For the purposes of these General Terms:

4.1. 'Telecommunication Service' provided by Neterra shall mean each service described in a SOF for the provision of telecommunication services;

4.2. 'Description of the Service' is a document containing description of one or more services from the Neterra portfolio together with the definition of their commercial and technical parameters. Customer may order one or more of these services by including them in an Service Order Form(SOF). For avoidance of any doubt, only the services specified in a signed SOF are to be provided.

4.3. 'Commercial Parameters of the Service' – include price, activation term, term for provisioning of the service, fixed term or automatic renewal, as well as all other commercial parameters in accordance with the Description of the Service. The Commercial Parameters are subject to negotiation between the Client and Neterra and shall be reflected in the Service Order Form;

4.4. 'Technical Parameters of the Service' – include elements of the service technical implementation specific for each case. Which parameters are considered 'technical' is defined in the Description of the Service document. A change in the Technical Parameters of a particular service does not affect the commercial conditions or the use of the service

by the Client. Technical parameters are not part of the Service Order Form.

4.5. 'Service Level Agreement' - describes the service quality guarantees and maintenance conditions, including liquidated damages in case of deviation from the guaranteed availability;

4.6. 'Service Activation Date' shall mean the date on which Neterra begins the effective provision of a new service to the Client or the date on which a change in an already activated service is introduced.

4.7. 'Service Activation Period' shall mean the period within which Neterra undertakes to activate a particular service. It is specified in the Service Order Form and starts running from the execution date of the SOF.

4.8. 'Acceptance Protocol' shall mean the protocol signed upon successful completion of the tests and the acceptance of the services provided by Neterra on the part of the Client;

4.8. 'Service Period' shall mean the period specified in the Service Order Form for each particular service, during which Neterra undertakes to provide the service agreed upon with the accepted SOF. This period shall commence as of the Service Activation Date;

4.9. Billing Period - shall mean the period of time on which basis the service is charged (monthly, annually, etc). The Billing Period shall be indicated in the SOF;

4.10. '(The) Network' shall mean one or more electronic communication networks used for the provision of the telecommunication services provided for in the SOF.

## 5. Types of Services provided by Neterra via the Network

5.1. In regards of the period for the provision of the services:

a) 'fixed term services' - the provision of these services is terminated with the expiry of their Service Period.

b) 'services with automatic renewal' - the provision of these services continues after the expiry of their Service Period as described in Art. 26.3.

5.2. According to payment method services are divided into prepaid or post-paid services.

5.3. In terms of billing method services can be paid on a subscription basis or on the basis of actual usage. In the case of subscription services, billing is based on the period during which the Client has access to the service, regardless whether they use it or not. In the case of services billed based on actual usage, the Client gains access to the service and can use it on demand and billing is based on the actual use of the service.

5.4. Regarding the way in which the services are provided, they are divided into one-time services and recurring services.

## 6. Service Order Form (SOF)

6.1. The Service Order Form contains the identification information of both Neterra and the Client, contact persons, list of ordered services, prices, commercial parameters for each ordered service, period or date for activation, Service Period, etc.

6.2. By signing the Service Order Form the parties agree on:

6.2.1. The provision of one or more new services, each one marked as 'new';

6.2.2. Changes in relation to services already provided by Neterra to the Client. These services are marked as 'modified';

6.2.3. The termination of services, where the termination is executed by mutual consent of the parties;

6.3. The Service Order Form may also contain a list of all services already provided by Neterra to the Client at the time of signing the SOF, whereby such services shall be listed in a separate section.

6.4. Neterra may provide services for a limited period of time at zero cost (zero price in the SOF) even when the Service Order Form is not signed by the Customer.

6.5. The Service Order Form concluded between Neterra and the Client shall be considered valid as of the date of its signing by both parties.

7. Service Activation. Acceptance Protocol

7.1. The service activation shall be verified by conducting an acceptance test. The duration and conditions for the test administration are specified in the Description of the service.

7.2. The test is considered successful if its results correspond to the parameters listed in the Description of the service.

7.3. Neterra shall start the provision of the services after the successful completion of the acceptance test. This date is considered the activation date of the services.

7.4. On the activation date, an Acceptance Protocol (the Protocol) shall be drawn up establishing that the quality indicators agreed between the parties in advance are met. The Protocol shall be signed by authorized representatives of the parties and constitutes an integral part of the Contract. Authorized representatives of the parties shall be considered their employees as well as other persons who may be reasonably assumed as able to verify the activation of the services.

7.5. In the event that the Client does not sign the Protocol and does not raise any objections concerning the service quality within 5 days as of its receipt, the Acceptance Protocol shall be deemed signed.

7.6. In case the Client has reasonable objections, they shall be considered, the changes required shall be introduced and a new acceptance test shall be conducted.

## **II. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

8. Neterra has the right:

8.1. to receive from the Client the amounts agreed upon for the services provided in time limits and amounts in accordance with the terms of the SOF;

8.2. to give directions and instructions to the Client for the proper use of the services;

8.3. to temporarily suspend the service provision to the Client during planned preventive maintenance of the Network or in the event that the Client breaches any of its obligations under Art. 12.5;

8.4. to modify the Technical Parameters and configurations of the services provided that the Commercial Parameters of the services are not changed and that the modifications are introduced only during the scheduled preventive maintenance;

9. Neterra is obliged:

9.1. to provide the Client with the services agreed upon;

9.2. to provide the services with a guaranteed quality and maintenance level in accordance with the Service Level Agreement (if applicable) and the Description of the Services containing the quality assurance and liquidated damages in case of deviation from the Technical Parameters for availability;

9.3. in cases of scheduled preventive maintenance which may lead to the interruption or degraded quality of the services, to notify the Client in accordance with the terms provided for in the Contract.

#### 10. Responsibility of Neterra

10.1. Neterra is responsible for the provision of the services between the service termination points.

#### 11. The Client has the right:

11.1. to receive the services with parameters and quality in accordance with the terms of the Contract;

11.2. to request and receive information and checkups regarding the use of the services provided by Neterra;

#### 12. The Client is obliged:

12.1. to pay in time and in full the amounts payable by it, which are determined in the SOFs.

12.2. to notify Neterra of any problems related to the use of the services;

12.3. to fully assist Neterra in the provision of the services and the troubleshooting related to them, as well as to provide the representatives of Neterra with access to the termination points for the service provision located in their possession;

12.4. not to make any changes to the terminal equipment provided by Neterra and not to connect to it any accessories which are not authorized by Neterra;

12.5. not to disturb the normal functioning, security or integrity of Neterra Network or services, not to disturb or obstruct the usage of Neterra's services by its Clients, not to damage in any way the good name and commercial image of Neterra, as well as not to use the services in a way that may lead to liability for Neterra.

13. The Client's inability to use the services, due to reasons which Neterra is not responsible for, does not relieve the Client from the obligation to pay the agreed remuneration.

### **III. FORCE MAJEURE**

14. Neither party shall be liable for its delay of performance or its failure to perform hereunder, owing to force majeure circumstances, including but not limited to acts of God, fire, flood or other catastrophes; acts of government; national emergencies, insurrections, wars; acts of terrorism. Force majeure circumstances shall be considered any and all acts of third parties beyond Neterra control which have led to inability of Neterra to provide the services.

14.1. For the period of duration of the force majeure circumstances the execution of the obligations of the affected party and the respective counter obligations of the other party shall be temporarily suspended. The suspension of the obligations in this case shall not

apply with respect to late payments due before the occurrence of the force majeure.

14.2. The party, which has come under the influence of force majeure, is obliged to immediately notify in writing the other party of the circumstances and restrictions imposed by it. In case of breach of this obligation an indemnification for the damages occurred shall be due.

14.3. Should the period of suspension of obligations due to force majeure exceed a period of 30 days, either party may terminate the affected service by written notice with acknowledgement of receipt to the other party without indemnity. Any such termination does not relieve the Customer from any payments due before termination.

#### **IV. PRICES. TERMS OF PAYMENT**

15. For the services provided, the Client shall pay to Neterra a remuneration, as follows:

15.1. With respect to the one-time services:

- a) a fixed price for the service provided (one time fee);

15.2. With respect to the recurring services on a subscription basis:

- a) a non-recurring payment for activation/modification (installation fee);
- b) a recurring subscription price (subscription fee);

15.3. With respect to the services on demand:

- a) a usage fee;

15.4. Other fees specified in the Service Order Form.

15.5. The change in the price of electricity is reflected in the service price of Customers, if they are using services related to electricity consumption.

16. In 5 days term as of SOF signature by the parties, the Client shall pay to Neterra the initial amount for each service, including:

- a) a non-recurring payment for activation/modification (installation fee);
- b) a first subscription price (for prepaid recurring services);
- c) other fees (if any).

17. The Client shall pay the fees agreed on particular dates (maturity) specified in the SOF for each service.

17.1. Neterra shall send to Customer invoices in electronic form by e-mail.

18. Recurring services shall be charged from the activation date to the termination date.

19. A subscription price in proportion to the time during which a recurring service has been provided shall be due for the first and the last Billing Period of its provision.

20. The prices for services provided shall be paid by bank transfer to a bank account of Neterra specified in the Service Order Form.

20.1. All prices, unless otherwise indicated, are exclusive of VAT. Not receiving an invoice does not relieve the Client from the obligation to pay the fees on time.

20.2. Upon payment by bank transfer, the payment shall be considered effected on the

date of receipt of the amounts in the account of Neterra.

20.3. All commissions, fees and other expenses of the Client's bank and intermediary banks in connection with the bank transfer shall be borne by Client.

## **V. RULES FOR THE SALE OF GOODS**

21. The rules in this section apply to the transfer of ownership of movable items ('the Goods') from Neterra to the Client. The remaining sections of these General Terms apply accordingly - unless otherwise agreed in this section, or the relevant provisions are not applicable to the purchase or sale.

22. Transfer of ownership and risk when the sell is postponed

22.1. When the sell is postponed, Neterra retains the ownership of the good until the last installment is fully paid by Client. If the Client fails to pay part of the goods' price, Neterra may request either return of the goods or the payment of the unpaid part of the price.

22.2. The risk of losing or damaging the goods passes over to the Client as of the date of transfer of the goods.

23. Termination of the sales contract

23.1. Neterra is entitled to terminate the contract for the sale of goods without complying with the requirements of Art. 87 of the Obligations and Contracts Act if:

- a) The Client has not paid the price of the goods, when the delivery of the goods has to be done simultaneously or after payment of the price;
- b) if the Client does not appear to accept or refuses to accept the goods.

In such cases, Neterra shall send a written notification to the Client within 5 working days as of the expiration of the term, containing a statement that the contract is deemed terminated.

## **VI. DEFAULT**

24. Default by Neterra

24.1. In cases of deviation from the guaranteed service availability, the Client may request, and Neterra shall be obliged to pay liquidated damages, the exact amount or method of calculation of which are defined in the Service Level Agreement.

24.2. The total amount of the liquidated damages for a certain period during which the availability of a service is calculated may not exceed the fee for that service for the same period.

24.3. Requests for the recovery of the liquidation damages under the preceding article shall be submitted by the Client to Neterra in writing within 30 days after the end of the Billing Period during which the degraded quality has been established. Upon reasonable claims, Neterra undertakes to issue credit notes.

24.4. Neterra shall not be obliged to pay the damages in the cases where the deviation from the service availability time is due to force majeure, reasons beyond the termination points for the service provision, or preventive maintenance carried out by Neterra, for the period of its duration.

25. Default by the Client. Temporary Sanctions

25.1. In case of delayed payment, Neterra has the right to receive liquidated damages calculated at the amount of 0.5% from the due payment for each day of delay until payment.

25.2. In case of delayed payment and following a 10 days prior written notice, Neterra may suspend the provision of the service. This does not deprive Neterra of the right to terminate the Contract entirely or partially - only in respect of the service for which the Client does not pay the amounts due. In this case the Client shall pay liquidated damages in the amount of the subscription fees for the service provision for the suspension period. The service provision shall be restored after the Client pays all amounts due under the SOF, including the damages.

## **VII. TERMINATION**

26. Services shall be terminated as follows:

26.1. Each service may be terminated by mutual consent of the parties expressed in written form;

26.2. In the case of services with a fixed end service date - their provision shall be ceased at the expiry of the Service Period;

26.3. In the case of services with automatic renewal, the provision of these services shall continue after the expiry of their Service Period for unlimited number of subsequent periods, where each of them is equal to the Billing Period for the respective service. Partially or entirely termination of the contract after its automatic renewal shall be made after a written notification has been given by one of the parties, not less than 1 month. If the billing period is less than 1 month, the notice of termination is equal to the respective billing period.

27. Termination by the Client in case of delayed activation

In case of service activation delay the Client may partially terminate the Contract in relation to a particular service by giving a written notice to Neterra granting an additional 15-day period for the activation of the service. If the service is not activated in the 15-day period provided, the Contract shall be considered terminated in respect of this service.

28. Termination by Neterra

28.1. If the Customer fails to pay the initial amount for a particular service in time, Neterra has the right to terminate the Contract in respect of this service by giving a written notice to the Client, which grants an additional 15-day period for the payment of the initial amount. With the expiry of this period the Contract shall be considered terminated in relation to this service and Neterra shall cease its provision, unless the outstanding amount is fully paid to Neterra together with the liquidated damages due in the meantime.

28.2. In case of delayed payment exceeding 30 days, Neterra has the right to partially terminate the Contract in respect of the service for which non-payment relates by granting the Client an additional payment term. With the expiration of the additional payment term Neterra shall cease service provision unless the Client has paid all due sums including liquidated damages in the meantime.

28.3. Neterra may terminate the contract immediately, if the Client does not remedy any breach of Art.12.5 above;

28.4. Beyond the above situations, Neterra has the right to terminate the Contract fully or partially (in relation to a particular service) upon non-compliance with any other obligation

of the Client.

29. Liquidated damages upon termination through the fault of the Client

Upon the full or partial termination of the Contract through the fault of the Client, the latter shall owe Neterra liquidated damages in the amount of the remaining subscription fees for the services, regarding which Neterra has exercised its right of termination, until the expiration of their period, and in the cases of termination of the entire Contract, for all services.

30. Early termination of a fixed term contract by the Client

In case of entire or partial termination of a fixed term contract by the Client, the latter shall indemnify Neterra in the amount of all fees due for the terminated services until the end of the contract term.

### **VIII. LIMITATION OF LIABILITY**

31. Neither party shall be liable for any indirect, incidental or consequential loss or damages, including lost revenues or profits. Either party's liability in contract, tort, or otherwise, including any liability for negligence whatsoever arising out of or in connection with the performance of its obligations hereunder but excluding liability attributable to either party's gross negligence or wilful misconduct, shall be limited to direct damages.

32. Neterra liability to the Customer to provide services in accordance with the relevant service level shall be limited to the amount payable to Customer by way of liquidated damages as set out in the Service Level Agreement except in cases of gross negligence or wilful misconduct.

33. The Client shall have the sole editorial liability for the content of its service (for example television and radio – programs). The Client service may not consist of any content that the Client is not entitled to broadcast according to applicable legislation, including but not limited to restrictions on advertising, home-shopping, lottery, betting, games and tele-marketing. Furthermore, the Client shall have the sole liability in terms of the intellectual property rights (copyrights and related rights) of the content of its service according to applicable legislation. Applicable legislation shall mean any present or future laws, regulations, directives or conventions made by any competent authority in any country that may exercise jurisdiction over the activities covered by this Contract to the extent that such laws or regulations are applicable at the relevant time.

34. The Client shall be liable for, and indemnify Neterra against, all claims by third parties in relation to its service, the transmitted programs, to program rights, program licenses, copyright and other intellectual property rights and authorizations related to the transmission of the client service, and shall ensure that it has during the term of this Contract all rights, licenses and authorizations required by the applicable law.

### **IX. OTHER TERMS AND CONDITIONS**

35. No rights or licenses are granted by the Contract with respect to software. Neterra does not grant and the Client does not acquire copyrights and/or any other intellectual property rights relating to the services provided by Neterra to the Client.

36. The Client hereby grants to Neterra a free and non-exclusive license to use its company name and/or trade mark as follows: i.) as part of Neterra presentation and advertising materials; ii) in clients lists published at company's website where Neterra clients and partners are enumerated.

37. While the contract is in force and for a period of 1 year following its termination each party shall be obliged not to reveal to third parties and shall keep in confidence facts, information, decisions and data in relation to the commercial activity of the other party, marked as confidential or which may reasonably be deemed to be confidential. Each party shall ensure that its employees and sub-contractors shall comply with the same confidentiality restrictions as the ones stipulated herein. Commercial parameters and conditions of the contract are confidential information.

38. The personal data, provided by Clients as well as the personal data generated by Neterra in the process of provision of services and goods, shall be processed and stored in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Detailed information regarding the purposes and legal grounds for the processing of personal data; categories of recipients of personal data; the period for which personal data are stored; the rights of data subjects regarding processing of personal data concerning him or her; the application of data subjects' rights; contact details of the Data Protection Officer and any other information required by the General Data Protection Regulation is described in the Neterra' *180425 Personal Data Protection Policy* available on the Company' website at [www.neterra.net](http://www.neterra.net).

39. Addresses and means of correspondence between the parties shall be agreed in the Service Order Form.

39.1. If either party changes its address indicated in the Service Order Form, it shall notify the other party in writing within 5 days. In the event that the party fails to fulfill its notification obligation, all messages sent to the known address shall be considered duly sent and received.

40. The parties represent that in case any of the clauses in the Contract is found to be invalid, this shall not affect the validity of any other clauses, which shall remain in force and effect as if the Contract has been executed with the invalid clause thereof eliminated, and in accordance with the true intention of the parties.

41. This contract shall be governed and construed in accordance with the Bulgarian law. In the event a dispute arises between the parties, out of or relating to this Contract, then the parties will attempt in good faith to resolve any such dispute promptly through negotiations between the respective duly authorized representatives of both parties. Parties shall proceed, as follows:

41.1. Either party has the right to send a written notification to the other party of its intention to initiate an amicable dispute resolution of the dispute;

41.2. In 5 business days of the receipt of the above notification parties shall designate a venue for a meeting which shall take place not later than 10 business days from the receipt

of the notification;

41.3. Both parties representatives together with their respective legal counsels and other experts as the case may be shall try to amicably resolve the dispute by mutual agreement;

41.4. If the dispute between the parties cannot be resolved amicably within thirty (30) days from the date of the notification of the dispute, all disputes, arising from this General Terms or the entire Contract or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in the Contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in compliance with its Rules for Litigations, based on arbitration agreements.

By and on behalf of Neterra EOOD:

By and on behalf of the Client: