

Operating Terms and Conditions for the Provision of Publicly Available Electronic Communications Service

1 Introduction

1.1 These Operating Terms and Conditions for Providing Publicly Available Electronic Communications Service (hereinafter referred to as "Operating Terms and Conditions") stipulate terms and conditions for the establishment, change in, operation and termination of **services** and obligatory procedures according to which GTS NOVERA s.r.o., the Provider, provides Services and the Subscriber uses those Services.

2 Definition of terms

2.1 "**End point**" means, in reference to **direct access service**, an interface between the **Subscriber's** and the **Provider's** electronic communication equipment at the **Provider's** terminal equipment. The terminal equipment is the **Provider's** electronic communication equipment that is located at the **Subscriber's premise** and before the **Service end point**. The **Provider** guarantees to the **Subscriber** the contracted interface characteristics and is responsible for the **Service** operation with those contracted parameters. For **indirect access service**, the **Service end point** is the interface where the **Provider's public communication network** is connected to the **carrier's public communication network** mediating the user's access or calling.

2.2 "**End-point or premises equipment**" is any communication equipment that serves the **Subscriber** to use the **Service** and which is directly connected to the **Service end point**. The **premises equipment** is administered by the **Subscriber** and the **Provider** is not responsible for its operations, parameters, and/or setup, if it is not exclusively set forth otherwise in the contract or any other written agreement concluded between and by the **Subscriber** and **Provider** (e.g. that the terminal equipment is a part of the pertinent service). If the **Subscriber** purchased the **premises equipment** from the **Provider** the **Provider** shall be responsible for the deficiencies of such equipment within the extent of the warranty terms and conditions stipulated and/or within the extent set forth by the pertinent legal regulations. The **Subscriber** acknowledges and agrees to that in the case of any fault of the **premises equipment**, which is not part of the pertinent **Service**, in the case of its incorrect configuration, and/or setup, and/or incorrect setup of the **Provider's** local network, and/or excessive traffic on this network, the **Provider** shall not be responsible for a defective provision of the **Service** or its non-provision unless any of the above-mentioned facts is caused solely by the **Provider**.

2.3 "**Indirect access site**" is a fixed place from which the **Subscriber** connects to the **indirect access service**. "**Subscriber's site**" is the **Service end point** or the **indirect access site**. The **Subscriber** designates such site for installation of the **Provider's** electronic communication equipment in the **Agreement** by stating the address, building, floor and rooms in the relevant **Service specification**.

2.4 "**PBX reprogramming**" is a change in the software setting of the **Subscriber's** private branch exchange in order to operate the **indirect access service**.

2.5 "**Direct access service**" is a **Service** provided in the case that a fixed telecommunication circuit has been installed between the **Subscriber** and the **Provider**.

2.6 "**Indirect access service**" is a **Service** provided in the case that no fixed telecommunication circuit has been installed between the **Subscriber** and the **Provider**. To access this **Service**, the **Subscriber** uses the public communication network of another carrier.

2.7 "**Routing equipment**" automatically routes calls and provides authorization for the **Provider's public communication network**. The **routing equipment** remains the property of the **Provider** for the entire period of providing the relevant **Service**. Correct functionality of the **routing equipment** may be affected by technical parameters of the internal **communication network** and/or local **communication network**. Such effect on functionality is not a fault of the **routing equipment**.

2.8 "**Defect**" is a state that does not enable or impedes the use of a **Service** in the normal way, including but not restricted to the failure to maintain the **service's** standard level of quality, or a state that causes an inaccurate calculation of the payment of prices for **Services**. Any outage of the primary connection

that is immediately reconnected to a redundant connection which functions in compliance with standard or stipulated parameters shall not be considered as a **Defect** in case of backup **Services** (i.e. only a simultaneous outage of both the primary and redundant connection is considered as a **Defect**).

2.9 Terms undefined herein are defined in the General Terms and Conditions for Provision of Publicly Available Electronic Communications Service.

3 Subject of service

3.1 Provision of **Service** includes the following activities furnished by the **Provider**: **Service** establishment, **Service** operation, Change in **Service** parameters, operational monitoring, termination of **Service** provision, and operational servicing

4 Obligatory procedures

4.1 **Service** establishment

4.1.1 The **Provider** and the **Subscriber** enter into an **Agreement**. For each requested **Service**, the relevant **Service** parameters are agreed in the **Service Specification**.

4.1.2 The **Provider** establishes the **Service end points** on the basis of data stated in the **Service Specification**. The **Provider** conducts as part of the **service** establishment only **standard installation of the service** that is defined in par. 6.1.2., unless it is otherwise explicitly agreed to in writing between the contracting parties.

4.1.3 Establishment of the **Service end points**, **service establishment**, activation of the choice of public communication network carrier (Carrier Pre-Selection), and installation of **routing equipment** or **premises equipment** within deadlines stipulated in the **Agreement** are contingent upon the conditions that the **Subscriber**:

- precisely and definitively identified their location in the **Agreement**;
- obtained written consent from the property's owner and the owner of the internal engineering (wiring and plumbing), if necessary;
- provided all necessary source materials for the project elaboration, if necessary;
- obtained a written statement from the entity that had established the relevant subscriber's station, if such statement is necessary to secure provision of the relevant **Service**;
- provided all source documents necessary for obtaining relevant permits, decisions or opinions, if needed;
- approved the project, if one was prepared;
- provided the environment for installation of **Service end points** or **routing equipment**, under the conditions specified in Article 6; and
- allowed access to the premises where the telecommunication equipment shall be located.

4.1.4 The **Subscriber** is obliged to reimburse all costs related to establishment of the relevant **Service** incurred by the **Provider** if the **Subscriber** does not meet the terms stipulated in the preceding paragraph 4.1.3. Such costs, including their amounts, are specified in the **Service** Acceptance Protocol or in a unilateral notification from the **Provider**.

4.1.5 The statement from an entity in accordance with the preceding paragraph 4.1.3 is needed, if, to secure provision of the **Provider's** relevant **Services**, such stations are to be used that have been established for an individual or legal entity different from the **Subscriber**. In such statement, the relevant entity provides its approval for use of its subscriber's station for purposes of the relevant **Service**, and such entity further declares itself to be acquainted with the relevant **Service** principle, namely with the fact that in its subscriber's station the number of incoming and outgoing calls may increase.

4.1.6 The **Provider** shall put the **Service** into operation after establishment of the **Service end points** or after installation of the **routing equipment**, if any, provided by the **Provider**. The **Subscriber** may install the **routing equipment** as well, under terms specified in advance.

4.1.7 After putting the **Service** into operation, **contact persons** of the **Subscriber** and **Provider** shall check the **Service** functioning and sign the **Service** Acceptance Protocol (unless specified otherwise in the relevant Service Description). The **Service** is deemed established as of the day specified in the signed **Service**

Acceptance Protocol or the date of a written notification from the **Provider** on the **Service** establishment or the date of the first use of the **Service**, whichever comes first. After the choice of public telecommunication network carrier (Carrier Pre-Selection) has been established, the **Provider** is obliged to take appropriate actions to activate such **Service** with the relevant public communication network operator as established in Act No. 127/2005, Coll., as amended. The **Subscriber** itself shall ensure its **PBX reprogramming**.

4.1.8 The planned date of establishing or changing a **Service** specified in the **Agreement** applies only if the **Subscriber** complies with its obligations stipulated in paragraph 4.1.3 and the provisions of Article 6 and furthermore in the General Terms and Conditions for the Provision of Publicly Available Electronic Communications Service, and subject to issuance of necessary administrative decisions within the basic administrative period of thirty (30) days.

4.2 Changes of **Service** parameters

4.2.1 Based upon a change in the **Service Specification** or an annex to the **Agreement**, the **Provider** shall change the **Service**. In changing the **Service end point** location, the same terms and conditions shall apply as for the **Service** establishment (see paragraph 4.1). After the changed **Service** has been put into operation, the **Subscriber's** and **Provider's contact persons** shall verify the functioning of the **Service** and sign the **Service** Acceptance Protocol. A change of the **Service** is deemed made as of the date specified in the signed **Service** Acceptance Protocol or the date of a written notification from the **Provider** regarding the **Service's** establishment/change or the date of the first use of the **Service**, whichever comes earliest.

4.3 Terminating **Service** provision

4.3.1 **Service** provision is terminated upon the expiration date of the relevant notice period, the withdrawal date or the date agreed upon by the contracting parties or the date specified in paragraph 16.8 of the **General Terms and Conditions**. After the **Service** provision has been terminated, each of the contracting parties is obliged, without unnecessary delay, to return to the other party everything that is the property of the other contracting party, which shall be confirmed by the signatures of both parties to the Protocol on the Taking over of Property. For this purpose, the **user**, among others, shall make the premises in its use and where the **Provider's** electronic communication equipment is located accessible to the **Provider** for a period necessary for the dismantling of that equipment.

4.4 **Service** operation

4.4.1 The **Provider** provides operation of the **Service** on the basis of data stated in the **Agreement**, its annexes and other documents governing the **Agreement**. The **Provider** provides number portability pursuant to the relevant provisions of a general nature issued by the Czech Telecommunications Office pursuant to section 34, par. 4 of Act no. 127/2005 Coll. as amended. The **Provider** provides the choice of public communication network carrier (Carrier Pre-Selection) pursuant to the general provisions of a general nature issued by the Czech Telecommunications Office pursuant to section 70, par. 3 of Act no. 127/2005 Coll. as amended.

4.4.2 The **Service** is provided continually, with the exception of time for planned maintenance in accordance with paragraph 4.4.9.

4.4.3 The **Service** is provided at a quality corresponding to the Service Description or generally binding legal regulations.

4.4.4 The monthly accessibility of the **Service** shall be calculated as a proportion based upon the accumulated operating time in the course of a calendar month that the operating parameters were not within the permitted ranges of **Service** operation parameters, as follows:

$$\text{Service accessibility} = \frac{(TS - TN)}{TS} \times 100\%$$

Where:

TS = **Service** duration period in a month, and

TN = **Service** inaccessibility period.

The periods are calculated in whole minutes, and the **Service** accessibility is stated in percentages rounded to two decimal points.

4.4.5 **Service** duration period in a month (TS) is that period during which the **Service** is to be provided in the given month pursuant to the **Agreement**.

4.4.6 **Service** inaccessibility period (TN) is that period within the **Service** duration period in a month during which the **Subscriber** could not use the **Service** due to the **Defect** caused by the reasons solely on the **Provider's** side.

4.4.7 The period from the occurrence of an alleged **Service** inaccessibility until initiating servicing intervention is not included in the **Service** inaccessibility period if the **Subscriber** has not enabled the **Provider** to carry out servicing intervention at the **Provider's** electronic communication equipment situated in the **Subscriber's site** immediately upon request.

4.4.8 **Defects** that are outside the **Provider's public communication network** and **defects** that the **Provider** has objectively ascertained not to have been caused on the **Provider's** side or that were caused by the **Subscriber** or **user** are not included in the **Service** inaccessibility period or in the aggregate number of **defects**. In the case of **indirect access service** the **Provider** is not responsible for damage originating between the **Service end point** and the **Subscriber's premises equipment**.

4.4.9 The planned maintenance period is a period not exceeding 120 minutes per a calendar month, for which the **Service** provision may be interrupted. The **Provider** is obliged to notify the **Subscriber** of each of the planned maintenances at least 5 calendar days in advance. During the planned maintenance period, the **Service** need not be provided and such period is not a part of the **Service** duration period in a month (TS). The planned maintenance in excess for the period for the planned maintenance set forth in the first sentence of this section 4.4.9 (i.e. over 120 minutes per a calendar month), which the **Subscriber** expressly consented in advance, is also considered as the planned maintenance period (refer to previous sentences).

4.5 Operational monitoring

4.5.1 The **Provider** ensures continuous monitoring of its **public communications network** through the monitoring centre.

5 **Operational servicing**

5.1 The **Provider** provides for putting the **Service** back into operation in the case that a **defect** is determined to be on the **Provider's** side. Any **defect** that the **Provider** has objectively ascertained to be not caused by the **Provider** or that was caused by the **Subscriber** is not included in the **Service** inaccessibility period or the aggregate number of **defects**.

5.2 Reporting on the occurrence of **defects** occurs between the **Subscriber's contact person** and the **Provider's Contact Centre** operator. The contracting party that has ascertained the occurrence of any defect shall notify the other contracting party of the same without unnecessary delay. The **Subscriber** shall report a **defect** only after checking that the **defect** has not occurred on its side.

5.3 The **Subscriber** is obliged to define in the **Agreement** a **contact person** for reporting malfunctions and outages.

5.4 Unless stipulated otherwise in the **Agreement**, the **Subscriber** reports any malfunctions using a toll-free telephone phone number 800 990 990 that is for reporting malfunctions. For communicating other information it is possible to use a fax number +420 225 25 15 55 or e-mail: info@gtsnovera.cz. Receipt of a fax or e-mail needs to be confirmed in any case by telephone.

5.5 The message must therefore include:

- a) identification of the **Subscriber** and **Agreement**;
- b) identification of the **Service** – in all cases it is necessary to specify the number of the circuit, for a voice service the telephone number and information on whether the **Subscriber** has a private branch exchange or not;
- c) identification of device or **end point** at which the **defect** occurs;
- d) description of the **defect**;
- e) time of the **defect's** occurrence;
- f) time of sending information of the **defect**; and
- g) name of the **contact person** and contact to the same.

5.6 For each reported **defect**, the **Provider's Contact Centre** operator shall open a record of **Service** interruption, the number of which shall be shared with the **Subscriber** and through which the same shall be identified afterwards on a return call for information. Into this record all data on the defect and its correction shall be entered.

5.7 The origin of **defect** occurrence is designated by the moment identified as T0, when one contracting party notifies the other of having ascertained that service parameter values are outside the permitted limits for the **Service**, or that there are irregularities or interruption of the **Service** operation.

5.8 In case that the **Subscriber** does not enable the **Provider** immediately to carry out servicing intervention on equipment situated in the premises of the **Subscriber's end point**, then time T0 occurs only at the moment when the **Subscriber** enables the servicing intervention.

- 5.9 The moment of re-establishing operation is determined to be the moment designated as TCorrections, when the **Provider** notifies the **Subscriber** of having completed correction of the **defect**. Corrections of **defects** are to be reported to the **contact person** as per paragraph 5.5.
- 5.10 If within 15 minutes after TCorrections the **Subscriber** notifies the **Provider** of, and afterward the **Provider** objectively ascertains that there was, continuation of the **defect**, then TCorrections is not deemed to have occurred. If the **defect** reappears later, it is deemed a new **defect**.
- 5.11 The period between moments T0 and TCorrections is included in the TN **Service** inaccessibility period in the formula for calculation of the monthly **Service** accessibility in accordance with paragraph 4.4.4, providing that the cause of the **defect** was on the **Provider's** side.
- 5.12 The **Provider** is entitled to charge the **Subscriber** for costs related to detection and correction of **defects** in case that, after being notified by the **Subscriber** of a **defect**, the **Provider** objectively ascertains that the **defect** was not caused by the **Provider**, that the **defect** was caused by the **Subscriber**, or that no **defect** occurred at all.
- 5.13 Any **defect** caused by a third person as a result of which the **Subscriber** failed to comply with the terms of these Operating Terms and Conditions, e.g. a power supply outage at the **Subscriber's end point**, is deemed a **defect** on the **Subscriber's** side.
- 5.14 In case of a dispute over the existence or location of a **defect**, the **Provider** is obliged, upon the **Subscriber's** request, to send out a service technician. The measurement method, price for measuring and limit values decisive for assessing the existence and location of the **defect** are specified in the Service Description, unless specified otherwise in the **Agreement** or upon agreement by both contracting parties. If the **Provider's** opinion has been objectively confirmed, then the procedure in accordance with paragraphs 5.1 and 5.12 applies.
- 6 Conditions for the establishment or change of a service and the installation and operation of service end points**
- 6.1.1 Standard installation of service
- 6.1.2 The cost of the establishment or the change of **service** is included in the standard installation of the **service**.
- 6.1.3 The **standard installation of the service** is considered the installation of the provider's communication equipment and the **provider's** related work in the following extent:
- installation of antenna lead-in;
 - installation and configuration of all communication equipment provided as part of the **provider's service**;
 - connection of communication equipment to 230V power supply (or, possibly, 48V) within a distance of 1.5 meters from the place the communication equipment is installed and without an extension cable, adapter, etc.; a service's **standard installation** is considered to be only within one room of the **subscriber's premises**, whereas this room must be determined in advance in the relevant **Service Specifications**.
- 6.1.4 An establishment or change of **service** not corresponding in its extent to the **service's standard installation** must be ordered by the **Subscriber** in advance via a completed annex to the given **Service Specifications** in that the extent of this ordered above-standard installation of the service must be approved in advance by the **Provider**. The **Subscriber** will be charged for this approved above-standard installation of a **service** according to the prices for above-standard installation of the **service** determined in the Price List for the above-standard installation of the service, or according to the prices explicitly agreed to in writing between the **Provider** and **Subscriber**, and particularly according to the prices possibly agreed to in the annex to the **Service Specifications** concerning the **service's** above standard installation.
- 6.2 Characteristics of the environment and operating premises (rooms)
- 6.2.1 The **Subscriber** is obliged, at its own expense, to provide necessary spaces and conditions for operation of the **Provider's** electronic communication equipment in connection with the **Service** provided. These conditions specified hereinafter in this Article 6 must comply with the **Provider's** requirements for the entire period of the **Service** provision and may not be changed without the **Provider's** written consent.
- 6.2.2 The **Subscriber** may not change, without the personal presence or written consent of the **Provider**, the setting, connection, location or spatial arrangement of the **Provider's** electronic communication equipment at the **Subscriber's site** from its status upon the **Service** establishment. The **Subscriber** is obliged to take actions preventing third persons from tampering with the **Provider's** telecommunication equipment at the **Subscriber's site**.
- 6.2.3 The size of the space for installation of the **direct access service end-point** equipment must be sufficient to house a cabinet covering a floor surface area of 600 x 600 mm and a height of 1,000 mm (unless specified otherwise in the design) and for handling with regard to the connection of cables from the front and back sides of the case. The size of the space must be sufficient for ventilation.
- 6.2.4 For **routing equipment**, it is necessary to provide a space with a floor surface area of 600 x 400 mm and a height of 200 mm.
- 6.2.5 Temperature in the area of operation must not fall below +10°C or exceed +35°C even with a heat load of 2000W installed.
- 6.2.6 Relative humidity in the area of operation must range from 10% up to 80%, without condensation. The **Provider's** electronic communication equipment must not be exposed to either leaking or spraying water or to gaseous or liquid chemicals.
- 6.2.7 Dustiness in the area of operation must conform to AB5 and AE1 environments in accordance with ČSN (Czech National Standard) 33 2000-5-51.
- 6.3 Power supply and grounding
- 6.3.1 For operation of the **Provider's** electronic communication equipment the **Subscriber** shall ensure and provide, at its own expense, a power supply of 48 V/40A or ~ 230 V/10A on a circuit protected by a circuit breaker, or another power supply in accordance with other requirements, if any, specified in the design.
- 6.3.2 For connection of measuring and testing devices during installation and maintenance, the **Subscriber** shall provide at least one electrical outlet of 230 V/10A that is close to the equipment and is supplied from the same phase as the electronic communication equipment of the **Service end point** or **routing equipment** at the **indirect access site**.
- 6.3.3 All power distributions from which the **Subscriber** supplies the electronic communication equipment of the **Service end point** or **routing equipment** at the **indirect access site** must have records showing that they have gone through a power equipment inspection within the preceding two years.
- 6.3.4 In the room where the electronic communication equipment is installed, the **Subscriber** shall define the common grounding point for the **Provider's** electronic communication equipment and for the **Subscriber's** equipment with which it will function. The grounding resistance must be lower than 3 ohms.
- 6.3.5 If external radio-relay equipment has been installed, the **Subscriber** must provide a document evidencing that an inspection was carried out on the conductor within the preceding two years.
- 7 Validity of operating terms and conditions**
- 7.1 The **Provider** reserves the right to change these Operating Terms and Conditions. The **Provider** is obliged to notify the **Subscriber** in writing of any change in these Operating Terms and Conditions by e-mail or by publicizing the changes on the **Provider's** website at www.gtsnovera.cz not later than fourteen (14) calendar days prior to such change coming into effect. These Operating Terms and Conditions are published on the **Provider's** web site at www.gtsnovera.cz. Upon request, they are available for inspection at the **Provider's** contact sites designed for public contact.
- 7.2 These Operating Terms and Conditions of the provision of the publicly available service of electronic communication become valid and effective as of **1st January 2009**.
- 7.3