

Operating Terms and Conditions for Providing 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 of Service operation and obligatory procedures according to which GTS NOVERA a.s., 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 "Premises equipment" means the Subscriber's equipment connected to the Service end point. The Subscriber manages the premises equipment and the Provider is not responsible for its operation or parameters, unless it was supplied to the Subscriber by the Provider. If the premise equipment was purchased from the Provider by the Subscriber, the Provider is liable for defects in the extent stipulated by the agreement. If the premises equipment is part of Service, the Provider is liable for defects in the normal extent.

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.

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.

4.1.3 Establishment of the Service end points, 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 reasons 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 calendar month, for which the Service provision may be interrupted. The Provider is obliged to notify the Subscriber of each planned maintenance 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).

4.5 Operational monitoring

4.5.1 The Provider ensures continuous monitoring of the Service operation 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 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 T_{Corrections}, 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 T_{Corrections} the

Subscriber notifies the Provider of, and afterward the Provider objectively ascertains that there was, continuation of the defect, then T_{Corrections} 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 T_{Corrections} 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 installation and operation of service end points

6.1 Characteristics of the environment and operating premises (rooms)

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.1.5 Temperature in the area of operation must not fall below +10o C or exceed +35 o C even with a heat load of 2000W installed.

6.1.6 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.

6.1.7 Dustiness in the area of operation must conform to AB5 and AE1 environments in accordance with ČSN (Czech National Standard) 33 2000-5-51.

6.2 Power supply and earthing

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 In the room where the electronic communication equipment is installed, the Subscriber shall define the common earthing point for the Provider's electronic communication equipment and for the Subscriber's equipment with which it will function. The earthing resistance must be lower than 3 ohms.

6.2.5 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.

7.2 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.

7.3 These Operating Terms and Conditions become valid and effective from 1st July 2006.