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1 GTS Internet DSL

GTS Internet DSL provides for high-speed Internet access without any time limitations. It is based on the ADSL (Asymmetric Digital Subscriber Line) or VDSL (Very High Speed DSL) technology capable of utilising an existing telephone line or a euroISDN2U line (only with ADSL) as a broadband medium for high quality, high speed data transfer.

GTS Internet DSL is provided:

a) with active publicly available telephone service by Telefonica Czech Republic, a.s. (hereinafter as "Telefonica"), i.e. the contractual relationship between the subscriber and Telefonica continues and based on that relationship, the subscriber is enabled by Telefonica to be provided a publicly available telephone service by Telefonica or another provider of a publicly available telephone service. Therefore, the subscriber is charged the agreed recurring monthly fee (flat rate) for the telephone line by Telefonica – hereinafter also as "GTS Internet DSL with voice".

b) without active publicly available telephone service by Telefonica, i.e. the subscriber does not have a contractual relationship with Telefonica. Therefore, the subscriber is not charged the recurring monthly fee (flat rate) for the telephone line by Telefonica. However, the subscriber shall be obliged to pay to the provider the recurring monthly fee for GTS Internet DSL, which is without voice, or the agreed surcharge to the recurring monthly fee, hereinafter also as "GTS Internet DSL without voice".

The following variants of GTS Internet DSL are offered:

ADSL

- § GTS Internet DSL Fun
- § GTS Internet DSL Profi

VDSL

- § GTS Internet DSL Basic
- § GTS Internet DSL Business

1.1 GTS Internet DSL Fun

GTS Internet DSL Fun is the basic variant of high speed Internet access suitable for small businesses or independent offices. The following variants of GTS Internet DSL Fun differing in maximum download/upload speeds are available:

- § **8192/512 kbps**
 - § maximum speed of data transfer up to 8192 kbps in the downstream, maximum speed of data transfer up to 512 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed
- § **16384/768 kbps**
 - § maximum speed of data transfer up to 16384 kbps in the downstream, maximum speed of data transfer up to 768 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed

Additional parameters and features of GTS Internet DSL Fun:

- § ADSL technology
- § compatibility with standard telephone line/euro ISDN2U
- § aggregation 1:50
- § 1 fixed public I/P address
- § 200 MB space for e-mail POP3 mailboxes with the possibility to create aliases
- § 50 MB space for web presentation with FTP access
- § registration of a level three domain *.GTSnet.cz
- § GTS Webcare on-line customer system

1.2 GTS Internet DSL Profi

GTS Internet DSL Profi offers permanent high speed Internet access suitable for small and medium enterprises especially due to low aggregation ratio. The following variants of GTS Internet DSL Profi differing in maximum download/upload speeds are available:

- § **8192/512 kbps**
 - § maximum speed of data transfer up to 8192 kbps in the downstream, maximum speed of data transfer up to 512 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed

¹ The maximum speed of the line actually achieved in both directions depends on the key factors of quality and length of the access line (between the network termination point and the respective DSLAM of Telefonica or GTS Czech s.r.o.). It also depends on quality and length of internal cabling in Subscriber premises, the type of CPE, or sharing the transfer capacity of the line e.g. by simultaneous connection of several PC's, or active usage of another service sharing the transfer capacity of the line by the Subscriber. The requested service is configured taking into account the above technical limitations of the access network always to the nearest maximum available technical speed profile (DSLAM) towards to the requested service speed. Such defined procedure shall not be considered unduly provisioned service. The Subscriber acknowledges the above and agrees.

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- § **16384/768 kbps**
 - § maximum speed of data transfer up to 16384 kbps in the downstream, maximum speed of data transfer up to 768 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed

Additional parameters and features of GTS Internet DSL Profi:

- § ADSL technology
- § compatibility with standard telephone line/euro ISDN2U
- § aggregation 1:20
- § 1 fixed public IP address
- § 200 MB space for e-mail POP3 mailboxes with the possibility to create aliases
- § 50 MB space for web presentation with FTP access
- § registration of a level three domain *.GTSnet.cz
- § GTS Webcare on-line customer system

1.3 GTS Internet DSL Basic

GTS Internet DSL Basic is the basic variant of high speed Internet access suitable for small enterprises or detached offices. GTS Internet DSL Basic is offered in the following variants depending on download/upload speed:

- § **20480/2048 kbps**
 - § maximum speed of data transfer up to 16384 kbps in the downstream, maximum speed of data transfer up to 1024 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed
- § **40960/2048 kbps**
 - § maximum speed of data transfer up to 25600 kbps in the downstream, maximum speed of data transfer up to 2048 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed

Additional parameters and features of GTS Internet DSL Fun:

- § VDSL technology
- § compatibility only with standard telephone line; euro ISDN2U not supported
- § aggregation 1:50
- § 1 fixed public IP address
- § 200 MB space for e-mail POP3 mailboxes with the possibility to create aliases
- § 50 MB space for web presentation with FTP access
- § registration of a level three domain *.GTSnet.cz
- § GTS Webcare on-line customer system

1.4 GTS Internet DSL Business

GTS Internet DSL Business offers permanent high speed Internet access suitable for small and medium enterprises especially due to low aggregation ratio. The following variants of GTS Internet DSL Business differing in maximum download/upload speeds are available:

- § **20480/2048 kbps**
 - § maximum speed of data transfer up to 16384 kbps in the downstream, maximum speed of data transfer up to 1024 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed
- § **40960/2048 kbps**
 - § maximum speed of data transfer up to 25600 kbps in the downstream, maximum speed of data transfer up to 2048 kbps in the upstream ¹
 - § unlimited volume of transferred data and speed

Additional parameters and features of GTS Internet DSL Business:

- § VDSL technology
- § compatibility only with standard telephone line; euro ISDN2U not supported
- § aggregation 1:20
- § 1 fixed public IP address
- § 200 MB space for e-mail POP3 mailboxes with the possibility to create aliases
- § 50 MB space for web presentation with FTP access
- § registration of a level three domain *.GTSnet.cz
- § GTS Webcare on-line customer system

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2 GTS Internet DSL provisioning time

2.1 Provisioning time of GTS Internet DSL with voice

The average time of provisioning GTS Internet DSL with voice is 12 calendar days as of the day of signing of GTS Internet DSL Service Order/Specification by the provider and the subscriber.

2.2 Provisioning time of GTS Internet DSL without voice

2.2.1 Provisioning time of GTS Internet DSL without voice with an existing publicly available telephone service

In case the subscriber requests provisioning of GTS Internet DSL without voice via the respective Service Order/Specification, while simultaneously requesting cancellation of an active publicly available telephone service, GTS Internet DSL without voice will be provisioned in two phases, i.e. first the provider will provision GTS Internet DSL with voice (see Chapter 2.1) and only then the publicly available telephone service by Telefonica will be cancelled (within the deadline stipulated by the contract between the subscriber and Telefonica), i.e. GTS Internet DSL without voice will be provisioned.

2.2.2 Provisioning time of GTS Internet DSL without voice without an existing publicly available telephone service

The average time of provisioning GTS Internet DSL without voice is 25 calendar days as of the signing of GTS Internet DSL Service Order/Specification by the provider and the subscriber.

3 Prices of provisioning and providing of GTS Internet DSL

The prices of provisioning and providing of GTS Internet DSL, or a surcharge to the recurring monthly fee at termination of the publicly available telephone service from Telefonica are stipulated by the respective provisions of the applied Pricelist of GTS Internet DSL. The prices do not include particularly the prices for sale and installation of end equipment (CPE) or the price of installation of end equipment, delivery of end equipment by a forwarding company. The one-time prices are stipulated separately, unless the subscriber and the provider agree otherwise. In case of GTS Internet DSL with voice, the subscriber acknowledges and agrees that he shall be obliged to pay the agreed prices of the provided publicly available service (for the telephone line) to Telefonica or to other providers of the publicly available telephone service. The subscriber also acknowledges and agrees that in case he requests cancellation of an active publicly available telephone service in relation to provisioning of GTS Internet DSL without voice, he shall be charged the applied price of provisioning and providing of GTS Internet DSL with voice first (as of the day of provisioning of GTS Internet DSL with voice), and subsequently after provisioning and commencement of providing of GTS Internet DSL without voice (i.e. as of the day following the day of termination of the active publicly available telephone service with Telefonica) the applied agreed price of providing of GTS Internet DSL without voice (i.e. this is two-phase provisioning of GTS Internet DSL without voice).

The subscriber shall be charged the surcharge to the agreed recurring monthly fee for GTS Internet DSL stipulated by the applied Pricelist of GTS Internet DSL in case of the public telephone service by Telefonica for the GTS Internet DSL is cancelled **without providing for such cancellation by the provider** and if the subscriber and the provider do not explicitly agree otherwise in writing; in such a case, the subscriber shall be charged the above surcharge as of the billing period following the cancellation of the active publicly available telephone service by Telefonica.

4 Sale and installation of end equipment

The below end devices (ADSL modems) are supplied with GTS Internet DSL as standard. The end equipment for GTS Internet DSL is offered in the form of sale.

4.1 Sale of end equipment

The provider offers all subscribers to GTS Internet DSL the option to purchase some of the end devices from the provider. The subscriber also has the option to order a minor or major installation of the purchased end equipment together with the purchase of end equipment pursuant to the terms and conditions stipulated by Article 4.2, unless the subscriber has opted for a self-installation package.

4.1.1 Available end devices

§ ADSL - ZyXEL Prestige 660R

Interface:

- RJ-11
- 1x Ethernet 10/100 RJ-45

§ ADSL - ZyXEL Prestige 660HW

Interface:

- RJ-11
- 4x Ethernet 10/100 RJ-45
- Wifi

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§ VDSL - ZyXEL Prestige 870HN

Interface:

- RJ-11
- 4x Ethernet 10/100 RJ-45
- wifi

End equipment may be used for connection on an analogue telephone line (ADSL and VDSL) as well as the basic euroISDN2U line (ADSL only).

The technical specifications and other parameters of the individual types of end equipment are available in separate product specification sheets of the end devices or on the website of the provider at <http://www.gts.cz>. Supply of end equipment includes a splitter, cables, installation CD, user guide, detailed installation instructions, stamped warranty certificate and declaration of conformity, unless provided otherwise (hereinafter only as "Accessories").

4.1.2 General terms and conditions of sale of end equipment

The provisions of the Contract on provision of a publicly available service of electronic communication governing the sale of end equipment are considered a purchase contract executed between the subscriber and the provider. The price for which the end device is sold to the subscriber (the so-called purchase price) is stipulated by the respective provision of the applied Pricelist of GTS Internet DSL (an attachment to the Contract), unless the subscriber and the provider agree otherwise. The subscriber shall confirm acceptance of the end device including the Accessories to GTS Internet DSL in the delivery receipt or a similar document, or the parties shall produce a handover protocol on handover and acceptance of the end device. Ownership of the end device shall be transferred to the subscriber only by full payment of the price of end equipment to the provider. The risk of damage shall be transferred to the subscriber as of the moment of physical acceptance of the end equipment (such a moment shall be specified in the handover protocol, the deliver receipt or another document confirming acceptance of the end equipment by the subscriber). Any potential damage incurred in relation to the end equipment shall be limited by the purchase price of the respective end device. The warranty period of the individual end devices is stipulated in the respective warranty certificate delivered to the subscriber together with the end device (standard warranty period shall be 24 months). The method of lodging a complaint regarding end equipment as well as the complaint procedure are described in Article 7.

The provider of the service shall not be liable for operation and parameters of the purchased end equipment or setting thereof, respectively, unless explicitly agreed otherwise in the respective GTS Internet DSL Service Order/Specification. The provider of GTS Internet DSL provides warranty on the purchased end equipment in accordance with the respective warranty certificate delivered to the subscriber together with the end equipment. The subscriber acknowledges and agrees that end equipment is not included in GTS Internet DSL, that a defect of the end equipment, incorrect configuration or setting thereof, or incorrect setting of the subscriber's local network or excess traffic in such network is without prejudice to provision of GTS Internet DSL (i.e. the provider shall not be liable for defective provision of GTS Internet DSL or non-provision thereof in cases where defective provision of the service or non-provision thereof is caused by the said reasons).

4.2 Installation of end equipment

The provider offers all subscribers to GTS Internet DSL the option to select the type of installation of the purchased end equipment according to his preference (minor or major installation), or to opt for the self-installation package.

4.2.1 Self-installation package

In case of a self-installation package, the subscriber receives the end equipment including Accessories via a forwarding company at the location defined in the contract, unless the subscriber and the provider agree otherwise. The subscriber shall be obliged to confirm acceptance of the end equipment including accessories to the forwarding company. The subscriber shall install the end equipment himself and at his own risk and cost, following the detailed installation instructions. The provider shall only provision GTS Internet DSL to the subscriber (the subscriber shall be notified of the service provisioning by e-mail). The subscriber shall be obliged to pay to the provider the price of GTS Internet DSL provisioning and the price of delivery of the end equipment by the forwarding company.

In case of failure of installation of end equipment, the subscriber shall have the option to order minor or major installation for the prices stipulated by the respective provision of the applied Pricelist of GTS Internet DSL, or to use the offered professional telephone consulting service at +420 900 20 99 20 on working days from 9.00 a.m. to 6.00 p.m. The price of call is CZK 20/min incl. VAT.

4.2.2 Minor installation

This includes basic installation of end equipment **without intervention into IT equipment** on the side of the subscriber. Functionality of GTS Internet DSL is demonstrated to the subscriber on the PC of the service technician of the provider or a company authorised by the provider.

Scope of activity:

- § connection and installation of the splitter to the network termination point (the first telephone socket) using the cable included in the supplied package;
- § connection of the existing telephone line to the splitter;
- § installation of ADSL/VDSL modem;
- § supply of an Ethernet cable terminated by a RJ 45 connector, cable length approximately 1 m depending on the manufacturer specifications;
- § demonstration of function of the connection using IT equipment of the installation technician and the username and password of the subscriber.

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Minor installation includes neither configuration, nor installation of the equipment (e.g. configuration of the local network, re-configuration of the PC) administered by the subscriber or a third party. The subscriber acknowledges that the provider does not provide any extra work in excess of the framework of minor installation specified herein. Installation of end equipment requires cooperation of the contact person of the subscriber. Prior to installation or during installation, the subscriber may decide to change the order from minor installation to major installation. In such a case, the subscriber shall confirm such a change in the handover protocol, which will be considered a formal amendment to the Contract by the parties.

Should a dispute regarding execution of the type of installation of end equipment arise, the entry in the acceptance protocol shall prevail. The PC to which the end equipment is to be connected shall be compliant with the minimum configuration specified in Article 4.3. A handover protocol on handover and installation of the end equipment shall be produced and signed by the parties.

4.2.3 Major installation

This is a complex professional installation of end equipment including connection to the user's PC. Functionality of GTS Internet DSL is demonstrated to the subscriber on the subscriber's PC.

Scope of activity:

- § connection and installation of the splitter to the network termination point (the first telephone socket) using the cable included in the supplied package;
- § connection of the existing telephone line to the splitter;
- § connection of the ADSL/VDSL modem to the splitter using the cable included in the supplied package;
- § connection of the ADSL/VDSL modem to the PC using the cable included in the supplied package (modem with an Ethernet interface requires external 230 V power supply);
- § configuration of the network interface of the PC selected by the subscriber and configuration of the supplied end equipment
- § demonstration of functionality of GTS Internet DSL connection using the IT equipment of the installation technician and username and password of the subscriber;
- § installation of the software for Internet connection via GTS Internet DSL on the subscriber's PC, if the below requirements for hardware and software parameters of the PC are complied with

Connection of the IT equipment of the user and the end equipment includes:

- § in case of Ethernet interface:
 - configuration of the network interface of the PC selected by the subscriber and configuration of the supplied end equipment including the setting of PPPoE/PPPoA, VPI VCI 8/48, CHAP protocol, PAT function (port transfer), with turning of the DHCP server on or off and setting of the IP address of the end equipment according to the subscriber requirements;
 - testing of functionality of the GTS Internet DSL connection on the subscriber's PC using the subscriber's username and password necessary for configuration of the e-mail client;
 - configuration of the e-mail client (only Microsoft Outlook or Outlook Express) in case the user provides his login name and password.
- § in case of USB interface:
 - installation of drivers on the PC selected by the subscriber and configuration of telephone connection;

Requirements the subscriber has to comply with in case of major installation and configuration of the PC for connection of end equipment:

- § the subscriber shall be responsible for compliance with all the warranty terms and conditions or terms and conditions of the service agreement implied from his business relationships to third parties (i.e. the supplier of the PC or another service organisation);
- § the subscriber shall be obliged to obtain consent of a third party with installation of the end equipment into the PC in case the installation may affect the warranty or service terms and conditions regarding the selected PC in any way;
- § the subscriber acknowledges that in case of installation of end equipment and connection the PC, the provider shall not guarantee compatibility of end equipment including the software with the software already installed on the PC. The provider shall not assume liability for damage incurred due to changes to the general configuration of the PC caused by subsequent installation of additional software or hardware, for damage caused by data from the Internet and damage caused by unprofessional interventions, malicious intent or force majeure to the PC and end equipment;
- § the subscriber shall have available the installation medium with the adequately licensed operating system currently installed on the PC;
- § the subscriber is recommended to back up sensitive data saved on the computer;
- § installation of software on the PC that is a part of a computer network shall be carried out in presence of the network administrator. The subscriber shall be responsible for correct configuration of the network settings (remote access);
- § installation shall be done only on PC's compatible with the minimum required configuration provided in Article 4.3;
- § the installation shall not include installation of the network card with Ethernet interface to the subscriber's PC and installation or reconfiguration of the operating system of the PC owned by the subscriber or a third party;
- § the subscriber acknowledges that the provider shall not perform any additional work in excess of this framework of major installation;
- § installation requires cooperation of the subscriber's contact person.
- §

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4.3 Minimum configuration of subscriber's PC for connection of end equipment during installation:

Item	Description	
	Version with Ethernet port	Version with USB port
Operating system	Microsoft Windows 95/98/ME/XP/Vista Microsoft Windows 2000/NT 4.0	Microsoft Windows 98SE/2000/XP/Vista
Communication port	Network port with Ethernet 10/100 BaseT interface and RJ 45 connector	USB
CD-ROM drive	Standard	
HDD	Free disc space 30 MB at minimum, 50 MB recommended	
Processor	Pentium 100MHz and higher	
Installed Internet browser	IE 4.0 and higher or equivalent	
Installed RAS	only in NT x.x operating systems	
RAM	32 MB minimum, 64 MB and more recommended – according to the OS	

5 Provisioning and providing of GTS Internet DSL

GTS Internet DSL shall be considered provisioned in accordance with the definition of service provisioning stipulated by the respective provisions of Operational Conditions of Provision of a Publicly Available Service of Electronic Communication; the GTS Internet DSL provisioning times may be different for GTS Internet DSL with voice and GTS Internet DSL without voice variants, for self-installation package and service including installation.

GTS Internet DSL cannot be installed on the so-called MSN numbers in case of a euroISDN2 line. If the euroISDN2 line was provisioned before 1 September, 2003, the subscriber undertakes to replace the end equipment to U type equipment in cooperation with Telefonica (additional information is available from the Contact Centre of the provider at 800990990 or directly from Telefonica at 800 123 456).

GTS Internet DSL Fun and Profi may be provisioned via a euroISDN2U telephone line (only on the main A number, not on the subordinate MSN numbers). GTS Internet Basic and Business may not be provisioned on a euroISDN2U line.

5.1 Provisioning of GTS Internet DSL on a telephone line with an active publicly available telephone service

If GTS Internet DSL with voice is ordered, i.e. on a telephone line with a publicly available telephone service by Telefonica, GTS Internet DSL can only be provisioned in case that:

- § Advice On Time (AOT) is not running on the line
- § no other xDSL based service is operated on the telephone line. If such a service is operated, it has to be cancelled with the existing service provider first
- § the telephone line is of the POTS type (ADSL/VDSL) or euroISDN2 A type with the U interface (ADSL only)
- § the service will not be provisioned on a telephone line subject to employee benefits provided to subscribers by Telefonica, or a telephone line characterised as a company line of Telefonica
- § local telephone line is not intended for public payphones (VTA), public telephone points (VTH), public telephone lines (VTS) and telephone lines of a special telephone network (UTS)
- § local line is not intended for non-public networks (e.g. dialled with the code 972, 973 and 974)
- § the service of permanent alarm monitoring provided by Telefonica is not operated on the local telephone line
- § the network termination point of Telefonica is equipped with a telephone socket with a single RJ-11 connector
- § a system of multiple users (a parallel line) is not operated on the local telephone line

It is possible to terminate an active publicly available telephone service by Telefonica by ordering GTS Internet DSL. Execution of such an order, i.e. complex provisioning of GTS without voice shall result in full termination of publicly available telephone services as well as the contractual relationship of the subscriber and Telefonica, i.e. the obligation to pay the respective recurring fees for an active telephone line by Telefonica or the price of provided publicly available telephone services of Telefonica or another provider of publicly available telephone services will cease and so will the existing telephone number of the line on which GTS Internet DSL is provisioned.

In case the customer simultaneously requires cancellation of an active publicly available telephone service, full provision of GTS Internet DSL without voice takes place in two phases: GTS Internet DSL with voice is provisioned first, and subsequently the active publicly available telephone service is cancelled within the deadline stipulated by the contract between the subscriber and Telefonica.

Expiry of the period of 30 days since the first day of the month following the day of request for cancellation of an active publicly available telephone service (the customer shall be notified of that date) shall represent full provision of GTS Internet DSL without voice, i.e. this date shall be decisive for commencement of billing of the full GTS Internet DSL without voice. It is possible to provision GTS Internet DSL without voice only in case the service is provided on the technology of Telefonica. Cancellation of the publicly available telephone service by Telefonica requires a duly filled and signed form "Request for Cancellation of a Service". In relation to the above, the subscriber will first be charged the agreed prices for provision and providing of GTS Internet DSL with voice, and subsequently, after full provisioning of GTS Internet DSL without voice the valid agreed prices of providing of GTS Internet DSL without voice – i.e. the recurring monthly fee for the provided GTS Internet DSL service shall be changed in the course of full provisioning of GTS Internet DSL without voice. In case the subscriber requests provisioning of GTS Internet DSL without voice in the respective Service Order/Specification, while simultaneously requesting cancellation of an active publicly available

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telephone service, GTS Internet DSL without voice shall be provisioned in two phases, i.e. GTS Internet DSL with voice is provisioned by the provider first, and subsequently the publicly available telephone service by Telefonica is cancelled, or GTS Internet DSL without voice provisioned, respectively.

5.2 Provisioning of GTS Internet DSL on an inactive telephone line (i.e. on a telephone line with a non-active publicly available telephone service)

In case GTS Internet DSL is ordered for a non-active line, i.e. if there is no telephone line with an active publicly available telephone service by Telefonica at the location, the provider will first carry out a technical review regarding availability of a free metallic line for the purpose of provisioning and providing of GTS Internet DSL without voice. If the outcome of the technical review is positive, of which the subscriber shall be notified by the provider, GTS Internet DSL without voice shall be provisioned upon an accepted Order/concluded Service Specification of GTS Internet DSL, i.e. it will not be possible to utilise telephone services by Telefonica (the subscriber does not have a contractual relationship with Telefonica) and services of carrier (pre)selection provided by GTSN or another provider of such services. Ordering GTS Internet DSL without voice on an inactive line requires that a duly filled and signed document "Consent of the Owner" is attached. It is possible to provision GTS Internet DSL without voice only in case the service is provided on the technology of Telefonica.

5.3 Changing GTS Internet DSL without voice to GTS Internet DSL with voice, or GTS Internet DSL with voice to GTS Internet DSL without voice

In case a subscriber who is provided GTS Internet DSL with voice by the provider, cancels the active publicly available telephone service by Telefonica via the provider, the cancellation will automatically initiate a change of GTS Internet DSL with voice to GTS Internet DSL without voice and the subscriber shall be obliged to ipso jure pay to the provider the valid recurring monthly price of provision of GTS Internet DSL without voice (according to the applied Pricelist of GTS Internet DSL) instead of the originally agreed recurring monthly price of GTS Internet DSL with voice as of the day following the day of such cancellation.

In case a subscriber who is provided GTS Internet DSL with voice by the provider, cancels the active publicly available telephone service by Telefonica without assistance of the provider, and unless the subscriber and the provider agree otherwise in writing, the subscriber will be charged the above surcharge (according to the valid pricelist of GTS Internet DSL) to the agreed recurring monthly fee for GTS Internet DSL with voice (see Item 3 above).

In case GTS Internet DSL is provided in GTS duo bundle (bundle of GTS Internet DSL and a publicly available telephone service GTS telefonní volba) and the subscriber cancels an active publicly available telephone service by Telefonica on the line, the provider shall terminate providing of the GTS duo bundle and substitute it with separate services GTS Internet DSL and GTS telefonní volba. The subscriber shall be obliged to ipso jure pay to the provider the prices according to the respective pricelists of GTS Internet DSL and GTS telefonní volba – Standard as of the day following the day of such a change. The bundle GTS duo may not include GTS Internet DSL services provided on lines without active publicly available telephone services by Telefonica.

If a customer, who is provided GTS Internet DSL without voice by the provider, activates a publicly available telephone service by Telefonica without such provision being provided for by the provider, such activation will automatically result in a change of GTS Internet DSL without voice to GTS Internet DSL with voice and the subscriber shall be obliged to ipso jure pay to the provider the valid recurring monthly price of GTS Internet DSL with voice as of the day following the day of such provision, instead of the originally agreed recurring monthly price for provision of GTS Internet DSL without voice.

5.4 Provision of GTS Internet DSL on technology of GTS Czech s.r.o.

In case of GTS Internet DSL with full access, i.e. when the order of GTS Internet DSL signed before 1 April, 2007 included cancellation of a telephone service by Telefonica, the recurring monthly price shall be stipulated by the valid Pricelist of GTS Internet DSL and further increased by CZK 245 excl. VAT.

5.5 Cancellation of GTS Internet DSL upon request for transfer to another provider

The subscriber may terminate GTS Internet DSL via another provider without a notice period (hereinafter as service transfer to another provider). In such a case, GTS Internet DSL shall be terminated as of the day of provision of broadband Internet access by another provider.

The subscriber shall request provision of broadband Internet access service on technology of Telefonica from another provider; GTS Internet DSL by the provider (GTS Czech) GTSN shall be cancelled upon such a request. The provider (GTS Czech) GTSN shall be eligible to charge the customer with the fee for transfer of the broadband service according to the applied Pricelist of GTS Internet DSL. This shall apply even in cases when GTS Internet DSL notice period has already commenced.

5.6 Provision of value added service: Extended service support

The principle of the value added service of Extended service support lies in expedited remedy of defects on the GTS internet DSL connection line. The scope of activities undertaken for the purpose of remedy of a defect includes primarily changes to DSLAM configuration, configuration of the backbone network including the aggregation points of Telefonica, etc. The value added service of Extended service support does not apply to defects of subscriber's lines.

§ Limitations

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- a) Providing of the value added service of Extended service support only starts after expiry of the period of 15 days as of ordering of the value added service. This postponement does not only apply to the start of provision, but also billing.
- b) The value added service of Extended service support may not be provisioned for GTS internet DSL lines provisioned via POTS cards Annex A).
- c) Justification of a request for remedy of a defect pursuant to the terms and conditions of the value added service of Extended service support shall be decided upon whether the value added service is active as of the moment of reporting of the defect (see item a)).
- d) Only one value added service of Extended service support may be ordered for every single connecting line of GTS internet DSL.
- e) Provision of the value added service of Extended service support cannot be guaranteed on GTS internet DSL service access lines provisioned on PPPoA access protocol.
- f) The value added service of Extended service support may not be provisioned for GTS internet DSL service access lines provided on the platform of GTS Czech s.r.o.

§ Reporting defects

The method of reporting defects is identical to processing defects of lines that do not have an active value added service of Extended service support. Defects are reported in a standard way using the telephone number 800 990 990, within the working hours, from Monday to Friday, with the exception of public holidays: from 7.30 a.m. to 6.00 p.m.

§ Processing defects

The beginning of a defect of GTS internet DSL shall be understood as the time of reporting of the defect to the Provider by the Subscriber. A defect shall be understood to be ended by restoration of the affected service.

The provider shall process service defects using the so-called best effort and in the shortest possible time, particularly taking into account the required cooperation with Telefonica. The subscriber acknowledges and expressly agrees that the said deadlines for remedying defects of GTS internet DSL with an active value added service are not guaranteed to the Subscriber by the Provider and that the Subscriber is not eligible to sanctions, service price reductions or compensation of damage in case of non-compliance with the said deadlines.

A specific service quotation is included in chapter 6 of this GTS internet DSL Service Description.

5.7 Terms and conditions of provisioning of GTS Internet DSL

An Internet IP address according to the provider's address numbering plan shall be allocated to every subscriber. The provider reserves the right to change the allocated IP address without prior notice. The provider undertakes to take all feasible steps to reduce changes of the allocated IP address to the minimum, especially only in case such a change is required by administration of technical resources of the provider. The allocated IP address shall be changed automatically in case of a change of the service variant or selected tariff.

The subscriber undertakes to return the IP addresses to the provider after termination of providing of GTS Internet DSL. The subscriber acknowledges that transfer of IP addresses to the subscriber shall be ruled out.

The subscriber shall be obliged to secure the network and servers so as to avoid abuse of the provided GTS Internet DSL by third parties. The subscriber shall not be eligible to disclose the GTS Internet DSL access password to third parties. The subscriber shall be obliged to implement adequate measure to keep the access password confidential.

The provider shall provide to the subscriber (an) IP address(es) necessary for functioning of GTS Internet DSL. The provider shall make the addition or deletion of the record in the primary DNS upon a written request by the subscriber via e-mail message from the address of the contact person.

6 Value added services with GTS Internet DSL

Access to GTS Webcare customer system may be ordered to GTS Internet DSL (via GTS Internet DSL Service Order/Specification). GTS Webcare is available at <http://webcare.gts.cz/>. Access to GTS Webcare shall be provided automatically when Mailhosting or Webhosting value added services are ordered.

The following value added services can be ordered with GTS Internet DSL (via Service Order/Specification):

GTS secure internet GTS secure internet is a comprehensive complementary service to Internet services. Its main aim is to provide a shared centrally managed security solution. Service task is to protect the customer's Internet connection from unwanted content from the Internet (viruses, Trojans, spam, network attacks, etc.). Detailed description of the service is given in a separate Service Description GTS secure internet.

§ Extended service support

The value added service of Extended service support offers premium care including expedited remedy of a defect of GTS internet DSL (service connection line). The value added service of Extended service support may be ordered for all types and variants of GTS internet DSL (see chapter 5.6 for detailed information).

Deadlines for remedying defects in the Extended service support mode are the following:

Valid from September 10, 2012.

1. **Extended service support 18** – basic level; the defect will be remedied by 6.00 p.m. on the next working day following reporting of the defect;
2. **Extended service support 12** – higher level; the defect will be remedied by 12.00 noon on the next working day following reporting of the defect.

The scope of activities undertaken for the purpose of remedying a defect includes particularly changes to DSLAM configuration, configuration of the backbone network, including aggregation points of TO2, etc. The value added service of **Extended service support** is not applied to defects of the subscriber's lines.

The value added service of Extended service support is available exclusively for services provided via the technology of Telefonica.

§ Mailhosting (E-mail)

provision of mail server services to the subscriber via technology of the provider. Every subscriber to order the service shall have available the basic capacity quota of 200 MB for mailboxes. The minimum capacity of a mailbox is 10 MB. Settings of Mailhosting service may be changed at <http://nastaveni.noveranet.cz/>. More information is available from GTS Mailhosting service description.

§ Webhosting (www space)

allocation of 50 MB space for subscriber's web presentation on the provider's server accessible via an FTP account. Routing of records of the chosen level three domain name to that space shall be provided to every subscriber so that the uploaded web pages are available on the Internet via the chosen domain name. Settings of Webhosting service may be changed directly via GTS Webcare (<http://webcare.gts.cz/>).

§ Domain

provisioning, providing and administration of a single level three domain on the technology of the provider. A single domain name chosen within service registration above the level two domain name (**noveranet.cz**) owned or administered by the provider shall be provisioned and administered for the subscriber. The provider reserves the right to change or suspend functionality of a level three domain name that is insulting, contradicts good manners, or breaches rules of ethics or registered trademarks or brands, upon prior notification of the subscriber.

Specification of value added services is defined by the following table:

Value added services	GTS Internet DSL (all service variants)
Mailhosting (Email)	
Capacity quota	200 MB
Minimum size of a mailbox	10 MB
E-mail aliases	3
Web mail	YES
Webhosting (www space)	
Web space – type	UNIX
Web space size	50 MB
Database space size	10 MB
Web aliases	3
Domain	
Administration of a level three domain	*.noveranet.cz

The above value added services may be utilised only when ordered via GTS Internet DSL Service Order/Specification.

§ Routed block of IP addresses

A routed block of IP addresses of N addresses, where N=4,8,16 IP addresses. An example of usage of a block of 4 IP addresses for numbering a subscriber's network:

1. network address (not to be used for numbering devices in the subscriber's network)
2. end device (for numbering end devices)
3. PC (for numbering devices in the subscriber's network)
4. broadcasting address (not to be used for numbering devices in the subscriber's network)

Only 1 IP address of a block of 4 IP addresses may be used for numbering other devices in the subscriber's network. 5 IP addresses may be used in case of a block of 8 IP addresses, etc.

6.1 Other provisions

Unless agreed otherwise in writing, the service shall not include provision of other technical and software resources or other items necessary either for Internet access, or for configuration of the subscriber's local network, PC's or devices with Internet access, outside the scope of basic configuration of technical parameters within installation of ADSL connection pursuant to Chapter 4.2.

Valid from September 10, 2012.

7 Claims of GTS Internet DSL and claims of end equipment

Customer Care Department is available 24 hours a day, 365 days a year and calls are handled continually. In order to facilitate fixing the defect/processing a claim, the provider requires to be notified by the subscriber when first indications of a defect appear. The subscriber shall be obliged to report a defect/claim by a telephone call to the provider's Customer Care Department – Technical Support Call Centre. The contact information is specified in the contract.

The information provided by the subscriber reporting a defect/claim of a service shall include particularly the following:

- customer identification (company/name, Company ID number, customer number or number of the contract between the provider and the subscriber);
- identification of location of the defect (address of the location of Service Termination Point/subscriber location, or location of the defect);
- description of defect/claim;
- date and time of emergence of the defect;
- first name, last name and telephone contact of the person acting on behalf of the subscriber.

Customer Care Department – Technical Support Call Centre shall take the steps necessary for remedy of the defect/processing of the claim. The subscriber shall be assigned a defect number to be used as reference in future contact in order to properly monitor the progress of the remedy process.

If the defect cannot be remedied by a remote intervention with assistance of the subscriber's personnel, an authorised department of the provider shall organise a service intervention in order to remedy the defect. The service intervention shall be carried out by a service group upon an order. A technician's intervention in vain shall be charged for according to the valid Pricelist of GTS Internet DSL.

In case of a substantiated suspicion of non-functionality of end equipment (CPE) owned by the subscriber and subject to warranty, or if the equipment is rented from the provider, a request for CPE replacement by a service group (forwarding company) shall be issued. The equipment shall be replaced by a new one at the location of service connection and the original CPE shall be transferred for technical inspection. CPE shall be handed over to the service group (forwarding company) including the following mandatory accessories:

- CPE warranty certificate;
- splitter;
- power supply unit (not in case USB);
- installation medium - CD;
- cabling.

It is also recommended to hand over the following:

- original packing - box.

Do not send the claimed equipment; wait for arrival of the forwarding company with a replacement package!

If a defect has been identified, the process is closed; if the CPE has been identified as fully functional, or if the defect has apparently been caused by the subscriber, the subscriber shall be charged a fee for unsubstantiated claim according to the valid Pricelist of GTS Internet DSL (the fee shall not be charged in case of a claim of CPE under warranty) and offered reverse replacement, or purchase of new CPE.