

Regulations Concerning the Provision of Telecommunications Services

SECTION I GENERAL PROVISIONS

Art. 1. SCOPE

These Regulations Concerning the Provision of Telecommunications Services (hereinafter referred to as the "**Regulations**") set forth the general terms on which the Operator provides telecommunications voice services, data transmission services, and data centre services (hereinafter collectively referred to as "**Services**") within the scope of its authorities conferred in accordance with the Telecommunications Law.

Art. 2. DEFINITIONS

2.1. The terms as used in the Regulations in singular or in plural shall mean:

- 2.1.1. **Subscriber** – Entity which is a party to the Telephone Service Agreement concluded with the Operator
- 2.1.2. **IP Address** – an individual identification number assigned to devices in the IP Network;
- 2.1.3. **Pricelist** – a list of telecommunications services along with a schedule showing the type and amount of fees as well as the principles of their calculation, as attached to the Agreement;
- 2.1.4. **Operator Data Centre** – a building and infrastructure used by the Operator for the provision of the following Services: Shared Hosting, Standard Hosting, Managed Hosting, Collocation, Back-up Office;
- 2.1.5. **Service Activation Date (SAD)** – a date indicated in the Agreement as of which the Operator will start to provide a relevant Service;
- 2.1.6. **Business Day** – a weekday except Saturdays and statutory days off work in accordance with the Law on Days Off Work dated January 18, 1951 (Journal of Laws Dz.U.51.4.28, as amended) or another regulation having the nature of generally applicable law which has replaced the Law dated January 18, 1951;
- 2.1.7. **IP** – Internet Protocol;
- 2.1.8. **ITU** – the International Telecommunications Union;
- 2.1.9. **Subscriber Code with PIN password** – an individual number assigned by the Operator promptly after conclusion of the Agreement which enables to identify and authorize the Subscriber in the electronic system of the Operator;
- 2.1.10. **Qualified Failure** – means a failure which makes it impossible for the Subscriber to make connections using the access line of the Operator or to generate or receive traffic, however, excluding a failure which meets at least one of the following conditions: (i) results from a period of Service suspension as agreed between the Parties or as allowed under the Agreement; or (ii) results from a breach of the Agreement by the Subscriber; or (iii) results from the operation of *Force Majeure*; or (iv) has occurred outside the Operator network, (with the Equipment deemed to be part of that network); or (v) has occurred in the Devices or in the Subscriber Devices; or (vi) has been caused by the Subscriber; or (vii) the failure to provide a Service has been caused by modifications of the configuration made by the Subscriber or by interaction between the Subscriber's software and standard programs; or (viii) there is no possibility to use internet ports or other links to the Operator network in accordance with their purpose; or (ix) no power is supplied to the Devices or the Subscriber Devices; or (x) the parameters of power supply to the Devices or the Subscriber Devices are incorrect; or (xi) or failure to meet the parameters concerning air conditioning of collocation premises;
- 2.1.11. **Minimum Service Provision Period (MSPP)** – a guaranteed term of the Agreement commencing on the Service Activation Date during which none of the Parties may terminate the Agreement without sanctions set forth in the Regulations or the Agreement, with the exception of cases set forth in the Regulations or the Agreement when the Parties are entitled to stop the Minimum Service Provision Period;
- 2.1.12. **Destination Number** – a telephone number as indicated by the Subscriber and accepted by the Operator to which all connections coming at the Access Number will be directed;
- 2.1.13. **Access Number** – a number having the format conforming to the principles set forth in the NNP which is used to make a connection initiated by the Subscriber;
- 2.1.14. **Settlement Period** – a period for which the Subscriber's obligations against the Operator for the Services provided are settled, commencing and ending on such days of a calendar month as indicated by the Operator;
- 2.1.15. **Operator** – a telecommunications undertaking GTS Poland Sp. z o.o. with its registered office in Warsaw, as indicated in the Agreement;
- 2.1.16. **Subscription Fee** – a cyclical fee paid by the Subscriber for the access to the Operator network and the possibility to use Services provided by the Operator, the amount of which is defined in the Agreement;
- 2.1.17. **Roundtrip Delay** – the time it takes for an IP packet to return via the same path to the place from which it has been sent, between two devices of the IP Network;
- 2.1.18. **IP Packet** – a portion of data conforming to IP standards which contains among others the address of a device sending the data and the address of a device receiving the data;
- 2.1.19. **National Numbering Plan (NNP)** – a system of numbering as established in the Republic of Poland which ensures that phone connections may be made;
- 2.1.20. **Entity** – an individual, a legal person or an organizational unit without legal personality, established in accordance with legal regulations;
- 2.1.21. **Connections Covered by Info Service** – a section of the phone connection from a calling entity to the Operator network or the Device or the Subscriber Device;
- 2.1.22. **Service Availability Point (SAP)** – a technical point constituting a network termination point in which the Operator network is connected to the Subscriber infrastructure. The Service is deemed delivered upon being available at the SAP. For the access line the SAP has the form of a port on the Equipment located at the Subscriber's seat or another location as indicated in the Agreement. The type of interface at the SAP is defined in the Agreement. If the Service is provided along with a router managed by the Operator, the liability limit is the interface of that router having direct connection to the Subscriber infrastructure/Device. The SAP is the Operator's liability limit for the Services provided;
- 2.1.23. **Man-hour** – each commenced hour of work of the Operator's employee or subcontractor;
- 2.1.24. **BGP Routing** – a dynamic manner to exchange information of IP network topology using the Border Gateway Protocol – the software implemented on network devices of the Subscriber and the Operator. BGP is necessary for using Internet access services from more than one provider. BGP routing assumes that Subscriber IP addresses are used during the Service;



- 2.1.25. **Static Routing** – a static manner to exchange information of IP network topology to manage internet data transmission using Operator IP Addresses;
 - 2.1.26. **IP Network** – a data transmission network based on the sending of IP packets, the public Internet network is a special case of such network;
 - 2.1.27. **IP Frame Network** – the area of the telecommunications network constituting the extent of the Operator’s liability between PE routers of the IP Frame Network;
 - 2.1.28. **IP Access Network** – the area of the telecommunications network constituting the extent of the Operator’s liability between a CE router and a PE router;
 - 2.1.29. **Equipment** – the equipment delivered by the Operator to the Subscriber, remaining the property of the Operator both during the term and after expiry or termination of the Agreement, which is necessary for the Subscriber in order to use Services and is managed by the Operator on the terms set forth in the Agreement;
 - 2.1.30. **Supporting Equipment** – the Equipment dedicated to the Subscriber on the terms set forth in the Agreement which is not covered by the monitoring service;
 - 2.1.31. **Packet Loss** – a percentage of IP Packets which have been sent between two devices of the IP Network and have not returned via the same path to the place of sending;
 - 2.1.32. **Agreement** – an agreement for the provision of Services;
 - 2.1.33. **Devices** – the devices delivered by the Operator to the Subscriber which are necessary for the Subscriber in order to use Services, are managed by the Subscriber during and on the terms set forth in the Agreement, and for the proper functioning of which the Subscriber is liable, however, they remain the property of the Operator both during the term and after expiry or termination of the Agreement;
 - 2.1.34. **Subscriber Devices** – the devices necessary in order to use Services, which are owned and managed by the Subscriber. The Subscriber may place an order with the Operator to configure, maintain and repair damage to the Subscriber Devices against payment;
 - 2.1.35. **User** – the Entity using the Services provided by the Operator or requesting the provision of such Services;
 - 2.1.36. **Law** – the Telecommunications Law dated July 16, 2004 (Journal of Laws Dz. U. Nr 171, item 1800, as amended) or another regulation having the nature of generally applicable law which has replaced the Law dated July 16, 2004;
 - 2.1.37. **Operator Backup Office** – a building of the Operator constituting a backup Data Centre;
 - 2.1.38. **Roundtrip Delay Variation** – a standard deviation of Roundtrip Delays.
- 2.2. The terms which are not defined in Art. 2 above but are defined in the Law have been used in these Regulations in the meaning assigned to them in the Law.

Art. 3. GENERAL TERMS OF THE PROVISION OF SERVICES

- 3.1. The Operator provides Services on the terms as indicated in the Agreement and the Regulations, within the scope of its authorities conferred in accordance with the Law. In the event of any discrepancies between the provisions of the Agreement and those of the Regulations, the provisions of the Agreement are deemed as binding.
- 3.2. The Operator reserves the right to regulate the principles of using a relevant Service separately because of the specific nature of such Service.
- 3.3. The Operator is not liable for the contents and data gathered and transferred by the Subscriber and does not exercise any control of the Subscriber’s actions in that respect. The Subscriber is solely liable for the contents transferred by the Subscriber with the use of the Operator network.
- 3.4. The Subscriber is obligated to use the Services of the Operator in accordance with their purpose and the Agreement, the Regulations and the applicable legal provisions.
- 3.5. The Subscriber uses all data, information or software received with the use of the Operator network solely at its own risk.
- 3.6. Depending on the characteristics of the Service provided, the Operator warrants the fulfillment of appropriate, generally accepted quality parameters of the Service at the level set forth in the Agreement.
- 3.7. The Operator reserves the right to modify the manner of Service provision accordingly to the extent and conditions following from the authorities conferred thereon, and accordingly to its technical capabilities.
- 3.8. The Operator may make available to the Subscriber services of other telecommunications undertakings with which it has entered into respective agreements, on the terms set forth in such agreements. Services of other telecommunications undertakings available to the Subscriber thanks to the Services of the Operator are provided on the terms set forth by such undertakings and are not regulated by these Regulations.
- 3.9. When services of other telecommunications undertakings are used, the principles in respect of the processing of Subscriber’s data, the quality of services provided, as well as the principles applicable to settlements may differ from those applied by the Operator.
- 3.10. The Operator provides Services at the sole use of the Subscriber. The Subscriber may not make the Services provided under the Agreement available to third parties without consent of the Operator.

Art.4. AGREEMENT WITH THE SUBSCRIBER

- 4.1. The provision of Services to the Subscriber by the Operator requires an Agreement executed in writing, otherwise it shall be null and void.
- 4.2. The provision of Services under the Agreement, subject to the terms set forth therein, continues:
 - 4.2.1 for the Minimum Service Provision Period, and after its expiry for an unspecified period of time, unless either Party serves to the other Party, thirty (30) days before expiry of the Minimum Service Provision at the latest, a written declaration that it has no will to continue the Agreement. In such situation the Agreement is terminated upon expiry of the Minimum Service Provision Period,
 - 4.2.2 for an unspecified period of time.



- 4.3. On behalf of the Operator, declarations of will in respect of execution, amendments and termination of Agreements are made and received by its authorized representatives.
- 4.4. Before executing the Agreement, the Entity is obligated to provide the Operator with the following data and original documents or copies of documents certified as true copies of the originals:
 - 4.4.1 identifying legal status, particularly a current extract from the National Court Register or the Register of Business Activities or other official documents confirming the facts given for the execution of the Agreement;
 - 4.4.2 identification of the registered office and detailed current address for correspondence;
 - 4.4.3 certificate of the assigned REGON statistical identification number;
 - 4.4.4 certificate of the assigned NIP tax registration number, issued by a competent Tax Office;
 - 4.4.5 confirmation of legal title to the premises where the SAP is to be installed or consent referred to in para. 5.2.;
 - 4.4.6 if the representative is not entered into the register of the Entity willing to enter into the Agreement, such individual should present a valid power of attorney given in writing and signed by an individual or individuals authorized to represent the Entity in accordance with the contents of the current extract from the register of the Entity, with a stamp of the principal affixed thereon. Any fiscal charges should be paid by the principal. Individuals acting on behalf of the Entity are obligated to present their identity card or passport for identification.
- 4.5. The Operator has the right to request the Subscriber also present other documents than those described above if the documents concerned are damaged or there are justified concerns whether they are authentic or complete.
- 4.6. The Operator may refuse to execute the Agreement with the Entity:
 - 4.6.1 in respect of which there are any objections as to its payment credibility, based on, among others, data held by the Operator pursuant to the legal provisions;
 - 4.6.2 which is in default with payments against the Operator or with which the Operator has terminated the Agreement because of non-performance of the provisions of the Regulations or the Agreement;
 - 4.6.3 which refuses to present data and documents referred to in para. 4.4 or which provides data that is not true or which presents documents raising concerns whether they are authentic or complete;
 - 4.6.4 if there are no technical means to connect the Entity to the Operator network.
- 4.7. As far as possible by its technical capacities, promptly after execution of the Agreement the Operator assigns a Subscriber Code with PIN password to the Subscriber.
- 4.8. The Subscriber undertakes to keep as confidential its PIN password and to make all efforts in order to make it impossible for unauthorized persons to learn that password. If the Subscriber makes the Subscriber Code with PIN password available to unauthorized third parties, the Subscriber will be fully liable for acts or omissions of such third parties connected with the Service.
- 4.9. The Subscriber is obligated to provide an e-mail address at which the Operator will contact the Subscriber in matters concerning execution of the Agreement, particularly payments and settlements for Services.
- 4.10. The Subscriber is obligated to notify the Operator promptly in writing of any changes in the Subscriber's data disclosed in connection with execution of the Agreement, particularly: Subscriber's (business) name, legal form, Subscriber's registered office, address (address for correspondence), NIP number, REGON number, phone numbers of Subscriber's services responsible for execution of the Agreement, e-mail address referred to in para. 4.9.
- 4.11. Any change of the Subscriber's business name, legal form, address (address for correspondence), Subscriber's registered office, NIP number, REGON number requires an Annex to the Agreement to be signed. Any changes of phone numbers or e-mail address referred to in para. 4.10. become applicable upon giving an effective notice thereof to the Operator and do not require any Annex to the Agreement. The notice is deemed as effective upon confirmation by the Operator that it has learned the contents of such notice.
- 4.12. If the Subscriber fails to perform the obligation referred to in paras. 4.10 and 4.11, The Operator may suspend the provision of Services by the time of performance on the part of the Subscriber, and furthermore any correspondence sent to the Subscriber at its hitherto address is deemed as having been duly sent with all consequences thereof for the Subscriber.
- 4.13. Any amendments to the Agreement, including a change of the numbering range, excluding the case referred to in para. 4.11 second sentence above, require an Annex to be executed in writing by duly authorized representatives of the Operator and the Subscriber, otherwise they shall be null and void.
- 4.14. Any change of the terms and the scope of the provided Services will be effective as of the first day of a new Settlement Period following the Settlement Period in which the Parties have signed an Annex to the Agreement, unless the Annex provides otherwise.
- 4.15. The Subscriber may transfer the rights and obligations under the Agreement to a third party provided it has received the prior consent of the Operator in writing, otherwise such transfer shall be null and void. Any fees connected with the assignment of rights and the assumption of obligations, particularly resulting from the assignment of rights to the Equipment and the Device, are charged to the previous Subscriber at the rates set forth in the Agreement. The previous Subscriber is also under an obligation to settle all amounts due for Services which arose by the time of the assignment and has to fulfill that obligation before making the assignment, unless the parties agree otherwise with knowledge and consent of the Operator in writing. The Subscriber may not pass the assignment on to a third party other than one given in the written consent of the Operator. The Operator may request that the assignment should be made under an agreement executed between the Operator, the Subscriber and the third party.

Art. 5. INSTALATION OF THE SAP. ACTIVATION OF THE SERVICE

- 5.1. The Operator, to the extent as described in the Agreement, will ensure the necessary Equipment and will install the SAP in order to provide Services to the Subscriber.



- 5.2. The Operator will install the SAP at the Subscriber's location as indicated in the Agreement (hereinafter referred to as the "**Location**") provided that the Subscriber has a legal title to the place/premises indicated in the Agreement. If the Subscriber's legal title to the real property is other than the ownership right, the perpetual usufruct right or the co-operative right to the premises, the installation of the SAP requires that the Subscriber delivers to the Operator written consent issued respectively by the owner, the perpetual usufruct of the real property or the co-operative member in which the latter gives consent to the Operator, if needed, to install the Equipment/Devices on the roof and inside the Location in connection with the provision of Services to the Subscriber. Written consent shall be also understood as respectively an agreement of rent, lease or lending for use which the Subscriber is obligated to sign.
- 5.3. If required in order to provide a relevant Service, for the purpose of the SAP installation the Subscriber is obligated to do the following at its own expense:
- 5.3.1 to ensure a proper room/place for the installation of the Operator Equipment/Devices where the SAP will be installed;
 - 5.3.2 to make available cable ducts enabling to connect the Equipment/Devices;
 - 5.3.3 to ensure proper working conditions for the installation, particularly power supply for the Equipment/Devices characterized by the correct voltage and properly earthed;
 - 5.3.4 to obtain all required permits for the conduct of installation and construction works, particularly permits of the owner/ manager and other operators present at the Location;
 - 5.3.5 to leave space necessary for the performance of structural and construction works at the Operator's disposal.
- 5.4. The Operator is obligated to commence the provision of the Service as of the Service Activation Date unless any circumstances independent of the Operator arise which make it impossible to activate the Service as of that date, particularly acts or omissions of the Subscriber or third parties for which the Operator is not liable, or unless any events having the nature of *Force Majeure* occur. If for reasons referred to above, the Operator commences to provide the Service as of another date than that set forth in the Agreement, the Service Activation Date is to be understood as the date as of which the provision of the Service has actually been commenced.
- 5.5. The installation of the SAP is to be confirmed by a Final Acceptance Protocol (hereinafter referred to as the "**FAP**") signed by the Operator and the Subscriber. The signing of the protocol means that the Services have been activated by the Operator and accepted by the Subscriber. The Operator reserves the right to deem the installation completed and the Service activated unilaterally if the Subscriber does not sign the FAP without giving material grounds for such action within 3 days from the notification of completion of the installation, given by post against confirmation of receipt. In spite of the occurrence of the situation described in the preceding sentence, the Subscriber is obligated to pay the fees for the Services provided in accordance with the Agreement. The provisions of this paragraph are applicable also in the case of a change in the configuration of the existing SAP, in the case of a change in the characteristics of the Services provided or activation of new Services pursuant to an Annex to the Agreement.

Art. 6. PAYMENT TERMS

- 6.1. The Subscriber pays the fees for the Services provided by the Operator in accordance with the contents of the Agreement, based on VAT invoices issued by the Operator, according to the principles set forth in the Regulations.
- 6.2. The Subscriber is obligated to make payments within 7 or 14 days of the date of invoice issue, depending on the type of the Service.
- 6.3. The Settlement Period is one month. For the purpose of settlements a month of 30 days is adopted. In special cases the Operator reserves the right to issue a VAT invoice for other-than-monthly Settlement Periods.
- 6.4. The Operator reserves the right to place on the VAT invoice issued fees for the Services provided in previous Settlement Periods unless they have been included in the previous invoices.
- 6.5. The fees listed on the invoices are due and payable:
- 6.5.1 in advance – in the case of Subscription Fees;
 - 6.5.2 in arrears – in the case of one-time fees, connection fees or other fees depending on the extent of use of the Service by the Subscriber.
- 6.6. The Operator may request the Subscriber pay a deposit or provide another form of collateral acceptable to the Operator in order to secure any claims of the Operator against the Subscriber in connection with performance of the Agreement. The deposit does not have the nature of any advance payment or prepayment and will be posted on a separate bookkeeping account of the Operator. The type of any collateral and the conditions for its return are regulated in detail in the Agreement.
- 6.7. The Operator has the right to satisfy the receivable due and payable to the Operator under performance of the Agreement from the amount of the deposit or other collateral referred to in para. 6.6.
- 6.8. The Operator undertakes to return to the Subscriber the nominal amount of the deposit or other collateral upon the final financial settlement of the Agreement, subject to para. 6.7.
- 6.9. The correspondence concerning payments and settlements of the Subscriber will be sent by the Operator, provided there are technical means to do so, to the e-mail address referred to in para. 4.9, under observance of all requirements on security and data confidentiality, technically available in that respect and conforming to the applicable regulations. The Subscriber may request the Operator to deliver VAT invoices by post. If the Subscriber does not give any disposition to the contrary on the date of execution of the Agreement at the latest, it is assumed that the Subscriber consents to the provision of VAT invoices in a manner described in para. 6.10 below.
- 6.10. Within the existing technical means, provided the Subscriber consents to the provision of VAT invoices for the Services provided in an electronic form:
- 6.10.1 The Subscriber receives information about the invoice being provided in electronic manner in the internet system, accessible after entering the Subscriber Code and the PIN password. The system ensures the possibility to print the invoice available in the system once;
 - 6.10.2 The Operator is not obligated to send invoices in the form of printed documents by post;



- 6.10.3 The Subscriber is obligated to receive the correspondence sent to the e-mail address indicated by the Subscriber as the contact address for the purpose of settlements and to collect invoices in the internet system in a regular manner, enabling the Subscriber to take up all payment and legal actions following from the information provided in that way by the Operator, as well as from the Regulations and the Agreement.
- 6.11. The Subscriber is obligated to make the payment properly, which is to be understood among others as making the timely payment into the bank account indicated by the Operator, in the amount set forth on a VAT invoice.
- 6.12. If the Subscriber does not receive a VAT invoice at a time at which it was usually provided to the Subscriber, the Subscriber has to inform the Operator thereof promptly.
- 6.13. The date of payment of a VAT invoice is deemed to be the date when the funds are credited to the Operator's account.
- 6.14. The Operator reserves the right to fix in the Agreement a limit of fees for the Services provided to the Subscriber in a Settlement Period.
- 6.15. In the event that the limit referred to in para. 6.14 is exceeded, the Operator may block the Service. The Subscriber will not have any claims towards the Operator in that respect. The blockade of the Service will be lifted on the first day of the Settlement Period following the one in which the said limit was exceeded unless there are circumstances justifying suspension of the provision of Services or the limits are changed.
- 6.16. The Operator has the right to charge statutory interest on overdue payments. The interest due will be shown in separate interest notes.
- 6.17. If the Subscriber makes the payment, the Operator has the right to credit the current payment first towards the most outstanding liability of the Subscriber (principal receivables under invoices) and then towards the statutory interest as charged by the Operator.
- 6.18. The Operator has the right to change at any time prices of the provided Services.
- 6.19. The Operator shall notify the Subscriber in writing of any change and publish any change to the Price List, in advance of at least one month before the effective date. Such notification shall also mention the Subscriber's right to terminate this Agreement due to non-acceptance of changes to the Price List. If the change includes a price increase, such notification shall also include information that if the Subscriber terminates the Agreement, the Operator shall not be entitled to demand compensation or return of bonuses, except if such change is introduced due to an amendment of legal regulations. The change of prices shall be binding upon the Parties unless the Subscriber terminates this Agreement not later than 7 Business Days prior to the effective date of such changes.
- 6.20. The Operator keeps a record of telephone connections made by the Subscribers via the Operator network. Such record covers in particular the following information: the number from which the connection is initiated, the number to which the connection is made, the date of commencing the connection, the time of commencing the connection (with accuracy to one second), the duration of the connection (with accuracy to one second). The record is the basis for issuance of VAT invoices.

Art. 7. PRINCIPLES, PROCEDURE, AND DEADLINES OF SUBMITTING AND PROCESSING COMPLAINTS

- 7.1. The Subscriber is entitled to submit a complaint about an Operator's failure to meet the Service starting date, non-performance or inadequate performance under the Agreement, or incorrect calculation of the charges for the Services. Such complaint may be submitted within 12 months from the last day of the Billing Period in which the Service downtime took place, from the date of non-performance or inadequate performance, or from receipt of an invoice with the incorrectly calculated charge. A complaint submitted after the abovementioned deadline shall not be processed and the Operator's unit responsible for complaint processing shall notify the submitter of such fact without delay.
- 7.2. The complaint may be submitted to any customer-care unit of the Operator – in writing, by phone, or orally to the protocol drawn up by the Operator, as well as by using other distance communication means, including by electronic means, unless the technical means prevent doing so. If the complaint is made in writing, by phone or using other distance communication means, including by electronic means, the Operator will confirm its receipt in writing within 14 days from the date of its submission. If the complaint is made verbally to the protocol or in writing at the Operator, the authorized representative of the Operator receiving the complaint is obligated to confirm its receipt promptly in writing.
- 7.3. The complaint should include:
- 7.3.1 the first and last name or business name and the address of residence or registered office of the Subscriber;
 - 7.3.2 identification of the complaint subject matter and the period covered by the complaint;
 - 7.3.3 presentation of circumstances justifying the complaint;
 - 7.3.4 the number assigned to the Subscriber concerning the complaint, the Subscriber Code assigned by the Operator or the address of the SAP place;
 - 7.3.5 the date of execution of the Agreement and the date of commencement of Service provision specified therein in the event of a complaint covering the failure by the Operator to meet the SAD specified in the Agreement for which the Operator is at fault;
 - 7.3.6 the amount of compensation or another liability – if the Subscriber requests their payment;
 - 7.3.7 the number of bank the account or the address appropriate for payment of compensation or other liability or an application to credit them towards future payments;
 - 7.3.8 the Subscriber's signature – if the complaint is made in writing.
- 7.4. The address data at which the Subscriber may direct the complaint will be specified in the Agreement from time to time.
- 7.5. The date of submission of the complaint is deemed to be the date on which the Operator confirms the report made in the form as described in para. 7.2.
- 7.6. If the complaint submitted in writing, orally, or by phone fails to comply with the conditions set forth in sections 7.3.1–7.3.5 or 7.3.7–7.3.8, the Operator representative receiving the complaint shall inform the Subscriber without delay about the need to supplement it. If the complaint fails to comply with the conditions set forth in sections 7.3.1–7.3.5 or 7.3.7–7.3.8 and the Operator deems it necessary to supplement the complaint in order to properly process it, the Operator shall request the Subscriber to provide the missing information within



a deadline not shorter than 7 days, indicating its scope and informing the Subscriber that a failure to meet the deadline will result in the complaint being left unprocessed. If such deadline expires without effect, the complaint shall be left unprocessed. If the complaint does not specify the amount contemplated in section 7.3.6, but the entitlement to compensation or return is unquestionable, the amount shall be deemed specified implicitly in the complaint.

- 7.7. The Operator responds to the complaint in writing within 30 days from the date of its submission. If the complaint of the Service is not handled within 30 days from the date of its submission, the complaint is assumed to have been admitted.
- 7.8. The Operator's response to the complaint includes:
 - 7.7.1 the name of the Operator's unit handling the complaint;
 - 7.7.2 reference to the legal basis;
 - 7.7.3 decision about admittance or refusal to admit the complaint;
 - 7.7.4 if the compensation is awarded – specification of the amount and the date of its payment;
 - 7.7.5 if another liability is returned – specification of the amount and the date of its return;
 - 7.7.6 instruction about exhausting the complaint procedure and the right to seek claims before a common court;
 - 7.7.7 the signature of an authorized employee representing the Operator along with his/her position.
- 7.9. In the case of refusal to admit the complaint in whole or in part, the response to the complaint should:
 - 7.8.1 additionally include factual and legal grounds for refusal;
 - 7.8.2 be delivered to the Subscriber who has made the complaint by registered mail.
- 7.10. The instigation of the complaint procedure does not release the Subscriber from the obligation to settle the VAT invoice for the Settlement Period which saw the event justifying submission of the complaint according to the Subscriber, for the Services which are not covered by the complaint procedure.
- 7.11. The instigation of the complaint procedure in connection with incorrect calculation of the liability due for the Services does not release the Subscriber from the obligation to pay the VAT invoice challenged.
- 7.12. If the admitted complaint covered incorrect calculation of the liability for the provision of the Service, the liability in question will be returned in the form of crediting it towards the amounts due to the Operator for the provision of Services to the Subscriber. If it is not possible to return the liability in the above way, the respective amount will be transferred by the Operator to a bank account indicated by the Subscriber.
- 7.13. In the situation where the Operator has any payable and undisputed claims against the Subscriber, the Operator may set off such claims with the Subscriber's claims against the Operator arising as a result of recognition of the complaint as being justified.

Art. 8. PROCEDURE IN THE CASE OF FAILURES AND SCHEDULED TECHNICAL BREAKS

- 8.1. The Subscriber is obligated to report failures to the technical department of the Operator promptly after disclosing a failure.
- 8.2. The Operator records report of a failure (hereinafter referred to as the "**Subscriber Failure Report**") by taking down the time when it was notified thereof or when it notified a failure to the Subscriber (hereinafter referred to as the "**Failure Report Time**").
- 8.3. The Operator undertakes to remove Qualified Failures within four (4) hours from the Failure Report Time. The time of removing a Qualified Failure will be recorded in the Subscriber Failure Report. The Operator will promptly notify the Subscriber of removal of the failure.
- 8.4. As part of the Services provided under the Agreement, the Operator ensures efficient operation of the telecommunications network on the section from the SAP to the connection point with the network of other telecommunications undertakings
- 8.5. The Operator technical support is available 24 hours/7 days a week. The Subscriber may report technical problems by phone or by e-mail at the respective numbers and addresses given in the Agreement.
- 8.6. For the Subscribers assigned the Subscriber Code, access to the Subscriber Service is available only after the Subscriber Code is given. The Subscriber has to give the Code every time. If the Code is not given, the time of handling the report may be extended. The Subscriber Service is competent in all matters under performance of the Agreement, except failures referred to in para. 8.1.
- 8.7. In technical support matters the Operator should be contacted only by an individual designated by the Subscriber in accordance with information given in the Agreement.
- 8.8. If it is necessary to carry out installation or maintenance works, the Operator may suspend Services temporarily in order to carry out such works, and such suspension will be made in accordance with the following procedure.
 - 8.8.1. The Operator reserves the right to carry out scheduled works (the "**Servicing Window**") on Saturdays between 3.00 a.m. and 6.00 a.m. The Subscriber will be notified by an e-mail sent at the address indicated in the Agreement, at least seven days in advance, about the necessity of temporary disconnection, along with indication of the date, time and duration of any scheduled disconnection. The Operator will make all efforts to complete the maintenance works as soon as possible, particularly when it is necessary to suspend Service provision in order to carry out such works, provided that the aggregate duration of scheduled works over one month does not exceed 3 hours.
 - 8.8.2. In special cases, no more than twice a month, when it is necessary to suspend the Service in connection with carrying out installation or maintenance works at other times than indicated in sub-para. 8.8.1, the following procedure will be applied:
 - 8.8.2.1 the Operator will contact the Subscriber in order to agree with the Subscriber on the date, time and duration of the scheduled suspension of Services 7 days before the scheduled suspension of the relevant Service at the latest and confirm the foregoing to the Subscriber; and
 - 8.8.2.2 following completion of the scheduled works, the Operator will promptly notify the Subscriber thereof;
 - 8.8.2.3 the Operator will make all efforts to suspend Services outside usual working hours of the Subscriber at the times of the lowest exploitation of the relevant Service.



8.9. In the event that the Operator finds faults, defects or such properties of the Devices/ Subscriber Devices which may adversely affect the functioning of the Operator network, the Subscriber will be obligated in writing to eliminate any irregularities within a specified time limit. After ineffective lapse of such time limit, the Operator will be entitled to restrict or suspend the provision of Services to the Subscriber.

Art. 9. SUSPENSION, TERMINATION AND EXPIRY OF THE AGREEMENT

- 9.1. The Operator reserves the right to suspend the provision of Services to the Subscriber in the following circumstances:
- 9.1.1 if the Subscriber has exceeded the payment date by 7 days, after having been previously notified thereof in a notice sent to the Subscriber at least 3 days in advance;
 - 9.1.2 for other reasons specified in the Regulations or the Agreement.
- 9.2. If the Services have been suspended for reasons for which the Subscriber is at fault, it does not release the Subscriber from the obligation to pay the Subscription Fees for the period of suspension, neither is the Subscriber entitled to request that the amount paid by the Subscriber in accordance with Art. 15 should be returned or credited towards future limits of fees.
- 9.3. The suspension of Services does not release the Subscriber from the obligation to pay the fees for the provided Services, calculated up to the date of such suspension.
- 9.4. The Operator will resume the provision of suspended Services after the reasons of suspension have ceased to exist, particularly after all outstanding amounts have been credited to the Operator's account.
- 9.5. If the Agreement stipulates so, the Operator may charge a separate fee as defined in the Agreement for activating Services again and lifting other restrictions imposed on the Subscriber, if the foregoing have resulted from acts or omissions of the Subscriber.
- 9.6. In the case of Agreement concluded for an unspecified period of time, either Party has the right to terminate it upon a two-month notice becoming effective at the end of a Settlement Period.
- 9.7. The Agreement must be terminated by a written notice of termination, sent by registered mail against confirmation of receipt to the address of the other Party to the Agreement, and the date of notice is to be understood as the date of its effective delivery to the other Party to the Agreement.
- 9.8. During the notice period the Subscriber shall cover all fees for using the Services of the Operator, calculated in accordance with the Agreement subject to termination.
- 9.9. At any time either Party may terminate the Agreement with immediate effect, without any liability for the terminating Party for such termination of the Agreement, if the other Party has lost its financial liquidity, or if liquidation proceedings have been instituted or mandatory management has been established against the other Party.
- 9.10. Regardless of the provisions of para. 9.9, the Operator has the right to terminate the Agreement with immediate effect in the following circumstances:
- 9.10.1 for reasons for which the Subscriber is at fault the provision of Services has been suspended in accordance with para. 9.1 of the Regulations and the suspension lasts for at least 7 days and within 7 days the Subscriber has not followed the instructions given in an additional notice sent by the Operator; or
 - 9.10.2 the Subscriber uses Services provided by the Operator for illegal purposes, particularly the Subscriber undertakes actions which hinder or prevent the provision or use of Services and does not remedy such violations within fourteen (14) days of receipt of a written request to do so from the Operator; or
 - 9.10.3 the Subscriber has lost legal title to the premises where the SAP of the Operator has been installed; or
 - 9.10.4 any transformation, division or merger of the Subscriber which in the Operator's opinion has resulted in worse financial credibility of the Subscriber.
- 9.11. In the event of termination of the Agreement by either Party, the Subscriber has to:
- 9.11.1 promptly cease to use the Services, the Equipment and the Devices; and
 - 9.11.2 enable the Operator to access the Subscriber Location in order to remove the Devices or the Equipment.
- 9.12. The Subscriber's obligations connected with the Equipment or the Devices and the Subscriber's liability for the Equipment or the Devices shall survive by the time the Operator has removed the Equipment or the Devices from the Location.
- 9.13. The Operator will use best efforts in order to perform the activities described in para. 9.12 within thirty (30) days from the date of termination or expiry of the Agreement unless the Subscriber makes it impossible to do so within such a time limit. In the event of Subscriber's refusal to return the Equipment/Devices or de-install them within the above time limit, the Operator has the right to calculate and charge to the Subscriber a contractual penalty, equal to the replacement value of the Equipment/Devices on the date of termination or expiry of the Agreement increased by 50%.
- 9.14. The Agreement expires if the Operator has ceased to conduct its activity, particularly if the Operator has lost its authority to provide telecommunications services.
- 9.15. The Subscriber requesting the number to be ported may terminate the Agreement without meeting the termination conditions set forth in the Agreement. In such case, the operator shall be entitled to the claim under section 10.4 or 10.5 for premature termination before the Minimum Service Provision Period.

Art. 10. CONTRACTUAL PENALTIES



- 10.1 If the Services do not satisfy the required level as defined in the Regulations or the Agreement, the Operator shall pay to the Subscriber a contractual penalty, in the amount and under conditions specified in the Rules or the Agreement.
- 10.2 In the event of any delays in the activation of a voice Service ordered by the Subscriber for reasons for which the Subscriber is at fault, the Operator will be entitled to charge to the Subscriber a contractual penalty in the amount of 1/30 of the minimum fee or the Subscription Fee if no minimum fee is defined in the Agreement, for each full day of such delay calculated as of the Service Activation Date fixed in the Agreement to the actual date of Service activation.
- 10.3 In the event of any delays in the activation of a data transmission service or data centre services ordered by the Subscriber for reasons for which the Subscriber is at fault, the Operator will be entitled to charge to the Subscriber a contractual penalty in the amount of 1/30 of the minimum fee or the Subscription Fee if no minimum fee is defined in the Agreement, for each full day of such delay calculated as of the Service Activation Date fixed in the Agreement to the actual date of Service activation.
- 10.4 If the Subscriber terminates the Agreement with respect to the provision of Services during the Minimum Service Provision Period otherwise than in accordance with para. 9.9. or if the Operator terminates the Agreement with respect to the provision of Services during the **MSPP** pursuant to para. 9.9. or 9.10, the Subscriber will be obligated to pay to the Operator all outstanding fees for the performance of the relevant Agreement and a contractual penalty in the amount of the minimum fee or the Subscription Fee if no minimum fee is defined in the Agreement, for the period commenced on the date of termination of the Agreement, multiplied by the number of months which are left to the last day of the agreed **MSPP**. If the end of the **MSPP** does not fall after full months, the penalty is to be calculated proportionally assuming that each day left to the end of the **MSPP** equals 1/30 of the minimum fee or the Subscription Fee if no minimum fee is defined in the Agreement.
- 10.5 If the Agreement concluded in connection with a discount granted by the Operator to the Subscriber is terminated unilaterally by the Subscriber or by the Operator, with fault on the part of the Subscriber, before the **MSPP**, the Operator's claim may not exceed the value of such discount, diminished by the value proportional to the period from entering into Agreement to the termination date.
- 10.6 If the Service Activation Date is not met with fault on the part of the Operator, the Operator will pay to the Subscriber and at the Subscriber's request a contractual penalty (hereinafter referred to as the "**Penalty for Delayed SAD**") in the amount depending on the delay. The amount of the Penalty for Delayed SAD equals 3% of the installation fee for each full Business Day of the delay.
- 10.7 When calculating the actual time of removing a Qualified Failure, one does not take into account the time when the Operator has no access to the Location which is required in order to remove such Qualified Failure.
- 10.8 If the time of removing a Qualified Failure is exceeded, the Operator will pay at the Subscriber's request a contractual penalty (hereinafter referred to as the "**Contractual Penalty for Qualified Failure**"), calculated as 1% of the average net value of the last three invoices paid by the Subscriber, for each commenced consecutive eight (8) hours after the time of eight (8) hours from the Failure Report Time was exceeded, unless the Agreement stipulates otherwise.
- 10.9 The Contractual Penalty for Qualified Failure will be due only in respect of an access line which may not be used by the Subscriber as part of the Services because of the Qualified Failure.
- 10.10 Contractual penalties will be accounted for as a reduction or correction of a VAT invoice:
10.10.1 pursuant to para. 10.6 with the first invoice of the Operator; and
10.10.2 pursuant to para. 10.8 with the next invoice of the Operator issued after the month in which the Qualified Failure was removed.
- 10.11 Contractual penalties will be credited towards the fees due under performance of a relevant Agreement. If such crediting is not possible, the Operator shall pay the contractual penalty by bank transfer to the Subscriber's account, within 14 days from processing the Subscriber's complaint.
- 10.12 A monthly contractual penalty paid pursuant to para. 10.8 for each access line may not exceed 30% of the average net value of the last three invoices paid by the Subscriber.
- 10.13 The Penalty for Delayed SAD set forth in para. 10.6 may not exceed 50% of the installation fee in respect of the Service for which the Service Activation Date has been delayed.
- 10.14 The Parties exclude the possibility for the Subscriber to seek compensation exceeding the amount of contractual penalties specified in the Regulations or the Agreement, concerning non-performance or improper performance of the Agreement.
- 10.15 The Operator reserves the right to charge fees for Man-hours if it is determined that the failure arose by fault or within the resources of the Subscriber.

Art. 11. EQUIPMENT AND DEVICES

- 11.1 If it is necessary to install the Equipment at the Subscriber's location in connection with the provision of a Service, such Equipment remains the property of the Operator during the whole term of the Agreement as well as after its termination or expiry. The Equipment will be kept at the Location and used by the Subscriber in accordance with the Operator's instructions.
- 11.2 The Subscriber is obligated to take due care of the Equipment, the Subscriber particularly may not alter or modify the Equipment or connect to it devices incompatible for work with the Equipment, devices not satisfying respective technical norms or devices without valid homologation certificates. The Operator may charge the Subscriber the costs of repair/purchase of the Equipment damaged for reasons lying on the part of the Subscriber, particularly the Subscriber's use of a device failing to meet the above requirements.
- 11.3 The Subscriber will make it possible for authorized representatives of the Operator to carry out tests and operation or control of the Equipment at times agreed upon with the Subscriber, however, at least once a quarter.



- 11.4 The Operator has the right to charge the Subscriber the costs of repair of the Equipment if it is found that the damage has been caused as a result of:
- 11.4.1 any interference by the Subscriber on its own or by unauthorized third parties; or
 - 11.4.2 mechanical damage which could not have occurred during proper operation of the Equipment; or
 - 11.4.3 failure to inform the Operator about improper work, defects of or damage to the Equipment.
- 11.5 The Operator undertakes not to allow removing or changing any identification marks placed on the Equipment, indicating among others that it is the property of the Operator.
- 11.6 The Subscriber has to notify the Operator promptly of any damage to or loss of the Equipment. The Subscriber is liable against the Operator for any loss of or damage to the Equipment occurred at the time when such Equipment was under custody of the Subscriber, except cases when the Operator is liable for loss or damage.
- 11.7 The Equipment will be activated by the Operator at the Location prepared by the Subscriber in accordance with the requirements determined in the Agreement and will be connected to the efficient telecommunications network conforming to respective norms. The activation of the equipment will be confirmed by a Final Acceptance Protocol signed by both parties.
- 11.8 The provisions of para. 11.1, 11.2, 11.4, 11.5, 11.6, 11.7, are applicable accordingly to Devices.
- 11.9 If necessary, the Parties may agree in the Agreement on more detailed provisions of Art. 11.

Art. 12. LIMITATION OF LIABILITY

- 12.1 The Operator's liability for non-performance or improper performance of the Agreement is limited to the performance for the benefit of the Subscriber as set forth in Art. 10 or in the Agreement. Excluding situations when damage has been caused by the Operator willfully, the seeking of compensation exceeding the value of the above performance is excluded. Contractual penalties for failure to meet the level of services constitute the exclusive penalty in respect of the Operator's liability under the Agreement.
- 12.2 The Operator's liability against the Subscriber under the Agreement in a relevant Settlement Period may not exceed the amount of fees that the Operator received from the Subscriber pursuant to the Agreement in that Settlement Period.
- 12.3 The Operator is not liable for indirect losses or lost benefits of the Subscriber or its customers, particularly for lost revenue or profits, lost customers or lost possibility to expand operations or lost expected savings.
- 12.4 The Operator is not liable for the programming or modifications required in respect of any Subscriber Device. Neither is the Operator liable for failures or errors of the Services caused by or resulting from failures or errors of any Subscriber Devices.
- 12.5 The Operator will not be held liable for any losses incurred by the Subscriber which have arisen as a result of non-performance or improper performance of the Agreement or the Regulations if such non-performance or improper performance follows from circumstances for which the Operator is not liable, particularly:
- 12.5.1 the circumstances occurring by fault of the Subscriber e.g. as a result of failure of Devices or Subscriber Devices or Subscriber software or non-observance of the provisions of the Regulations, the Agreement and other legal regulations;
 - 12.5.2 the specific nature of services using technologies characterized by parameters variable in time which affect the quality, particularly services provided with the use of the IP Network.

Art. 13. FORCE MAJEURE

- 13.1 None of the Parties is obligated to fulfill any obligations under the Agreement if such fulfillment is made impossible by any external and extraordinary cause beyond control of that Party which could have not been foreseen at the time of Agreement execution, including without limitation natural disaster, long-lasting disruption of power supply, strike hindering or preventing proper performance of the Agreement (excluding strike by employees of a relevant Party to the Agreement), construction of a building structure or placement of equipment by a third party on the line of direct visual contact between microwave communication devices causing the blockade of microwave communication.
- 13.2 If the external and extraordinary events having the nature of *Force Majeure* persist for more than sixty (60) days and make it impossible for either of the Parties to fulfill all or a significant part of its obligations during that time, each Party may terminate the Agreement upon a 14-day notice without the Parties having to pay any fees for termination of the Agreement.

Art. 14. NOTICES

- 14.1 Unless the Regulations or the Agreement provide otherwise, all notices connected with performance of the Agreement will be given in an electronic form to the e-mail address indicated by the Subscriber and the Operator in the Agreement or as follows: by Polish post, courier or fax. The addressee of a notice will promptly confirm receipt of correspondence sent by electronic way or by facsimile to the address of the sender given in the Agreement.
- 14.2 The contact data of the Operator will be specified in the Agreement from time to time.

Art. 15. - Deleted



SECTION II DETAILED PROVISIONS

VOICE SERVICES

Art. 16. INfo SERVICE

- 16.1 The INfo Service (hereinafter referred to as the "Service" or the "INfo Service") is a telecommunications service entailing the execution of phone connections from the national telecommunications network to the Access Number assigned to the Subscriber. In the INfo Service provided based on the Access Number, users making connections to the Subscriber pay a fee to their operator in accordance with its pricelist. The Operator charges the Subscriber for connections made by users.
- 16.2 The Operator states that the execution of the INfo Service will be possible only if connections initiated by users are directed to the Operator's network.
- 16.3 The extension of the INfo Service onto users being subscribers of other operators than telecommunications undertakings with which the Operator is bound by inter-operator agreements on the date of acceptance of these Regulations will not constitute a change of the contents of these Regulations. The Operator will inform the Subscriber of any changes in the extent of the Service at the e-mail address indicated by the Subscriber in accordance with para. 14.1 of the Regulations.
- 16.4 The Operator undertakes to give the right to the Subscriber to manage Access Numbers set forth in the Agreement from the numbering range being at the disposal of the Operator. Access Numbers will be assigned to the Subscriber by the Operator against an additional fee indicated in the Pricelist. For the purpose of execution of the Service the Subscriber will give the Operator Destination Numbers accepted by the Operator with their format conforming to the principles defined in the National Numbering Plan and will present to the Operator legal title to the Destination Numbers held.
- 16.5 The access line will be configured in such a manner as to enable the execution of incoming connections. Configuration of the access line will be made by the Subscriber in co-operation with the Operator.
- 16.6 The Operator undertakes not to give the right to any other subscriber to manage Access Numbers which have been previously available to the Subscriber for the period of thirty (30) days from termination of the Agreement pursuant to which the Subscriber used Access Numbers.
- 16.7 The provisions of this Art. 16 are applicable to "GTS Poland INFO" services which have been hitherto provided by the Operator.

Art. 17. ISDN ACCESS SERVICE

- 17.1 The ISDN Access Service (hereinafter referred to as the "Service" or the "ISDN Access Service") is a direct telecommunications service which enables making voice connections or data transmission in the voice band via the public network using the commutation technique, in real time, in such a way that every user may use a terminal device connected to a specific network termination point in order to communicate with another user of another terminal device connected to a network termination point.
- 17.2 The ISDN Access Service enables to make phone connections through physical connection of Subscriber Devices to the Operator network via an access line.
- 17.3 The ISDN Service is delivered to the SAP identified in the Agreement.
- 17.4 The Operator is responsible for the installation and maintenance of an access line to the SAP.
- 17.5 The Operator Network is connected with networks of other public operators and therefore connections to fixed and mobile domestic networks made via an access line may be directed to every user of the Polish public telecommunications network and the mobile network. The ISDN Access service enables making international connections via the networks of foreign operators. For some international directions the Operator does not guarantee the proper execution of services entailing transmission of data and faxes and thus the Operator's liability for non-performance or improper performance of Services in that extent is excluded.
- 17.6 Using the ISDN Access Service the Subscriber may make connections a detailed extent of which is specified in the Pricelist. The Operator enables the Subscriber to review free of charge the billing in the internet system accessible after prior authorization.
- 17.7 As part of the ISDN Access Service the Operator offers additional services a detailed extent of which is given in the Pricelist.
- 17.8 The Operator will assign one lead number from the public numbering range being at the disposal of the Operator to each access line or a bundle of access lines in accordance with the Agreement.
- 17.9 The Subscriber undertakes to direct all types of outgoing connections first to the access line during the whole term of provision of the ISDN Access Service. This paragraph is not applicable if the Operator has no technical capability to service the Subscriber's connections.
- 17.10 The Operator will block the possibility to make connections to directions placed on a list of Excluded Numbers, constituting an attachment to the Agreement. A change of directions placed on that list is effected by changing a list of Excluded Numbers. A change to the list of directions does not result in a change of terms of the Agreement.
- 17.11 The provisions of this Article (17) are applicable to "GTS Poland ISDN", "ISDN Fixed Telephony" services which have been hitherto provided by the Operator.



Art. 18. DIGITAL INTERNET TELEPHONY SERVICE

- 18.1 The Digital Internet Telephony Service (hereinafter referred to as the "**Service**" or the "**DIT Service**") is a direct telecommunications service which enables making voice connections via the IP Network or the public Internet network using the technique of package commutation in such a way that every User of the Service using a terminal device connected to an appropriate Internet network termination point or a user of the public telephony network may communicate with other Users of the Service or users of the public telephony network.
- 18.2 The Operator provides the DIT Service to the extent of the existing technical capacities. The provision of specific categories of connections depends also on the technical capacities of the operator ensuring access to the public Internet network and may not give grounds for any complaints in that respect.
- 18.3 The use of the Service by the Subscriber requires an access line to the Internet provided by the Operator or another service provider.
- 18.4 As part of the DIT Service, the Operator will make available to the Subscriber a Device defined in the Agreement which is necessary in order to use the Service.
- 18.5 Using the DIT Service the Subscriber may make connections a detailed extent of which is specified in the Agreement.
- 18.6 As part of the DIT Service the Operator offers additional services a detailed extent of which is given in the Agreement.
- 18.7 The Operator will assign numbering from the public numbering range to each phone line of the Subscriber of the DIT Service in accordance with the Agreement.
- 18.8 The Devices will be configured at the Location by the Subscriber in co-operation with the Operator or by an installation technician contracted by the Operator to do the configuration, unless another manner of configuration is set forth in the Agreement.
- 18.9 If the Service is installed by an installation technician designated by the Operator, the Subscriber has to prepare the Location for the installation technician, particularly to ensure free Ethernet ports with Internet access and optionally appropriate phone ports in a PABX (if such exchange is to be used).
- 18.10 The Operator will block the possibility to make connections to directions placed on a list of Excluded Numbers, constituting an attachment to the Agreement. A change of directions placed on that list is effected by changing a list of Excluded Numbers. A change to the list of directions does not result in a change of terms of the Agreement.
- 18.11 Upon Subscriber's request, the Operator provides billing in printed form for Settlement Periods preceding by no more than 12 months the Settlement Period in which the Subscriber made such request. A fee will be charged for that Service in accordance with the Agreement.

Art. 19. SERVICES AVAILABLE VIA THE WORLD WIDE WEB

- 19.1 A current catalogue of services available via the world wide web is given on the website www.gts.pl.
- 19.2 The Operator reserves the right to update on an ongoing basis the catalogue of services available via the world wide web.
- 19.3 The services available via the world wide web are provided pursuant to an Agreement referred to in Art. 15 unless the Service specification provides otherwise or the Parties agree otherwise.

DATA TRANSMISSION SERVICES

Art. 20. INTERNET SERVICE

- 20.1 The Internet Service (hereinafter referred to as the "**Service**" or the "**Internet Service**") entails making available to the Subscriber the transmission of international and domestic TCP/IP traffic (RFC 973, 791) through physical connection of the Subscriber network to the Operator network, ensuring appropriate parameters of transmission inside the Operator network and ensuring appropriate parameters of transmission to other operator networks via the Operator network. The connection of the Subscriber IP network to the Operator IP network is effected in most cases with Static Routing. Service parameters such as: available transmission band for international and domestic TCP/IP traffic, place of Service delivery, Service Activation Date are specified in the Agreement.
- 20.2 The Internet Service is delivered at the SAP in the form of an Ethernet port on the Equipment delivered, installed and maintained by the Operator or in the form of a port conforming to the G.703 ITU/V.35 standard without router maintained by the Operator, in accordance with the Agreement. The Operator delivers to the Subscriber the router it manages. For the whole time of provision of the Service the router remains the property of the Operator and the Subscriber has to return it after provision of the Service has been terminated. The type and quantity of the Equipment managed by the Operator is given in the Agreement.
- 20.3 The available transmission band for international and domestic TCP/IP traffic, as set forth in the Agreement, is a guaranteed band in the whole Operator IP Network and at connection points between the Operator IP Network and IP networks of those Internet operators with which the Operator directly exchanges internet traffic.



- 20.4 The Operator will not be held liable for orders for, execution and correct operation of address domains registered by third parties. The Operator is not a party to any actions connected with reservation and registration of such domains. Those services are not covered by these Regulations.
- 20.5 IP addresses are allocated to the Subscriber for the term of the Agreement, on the terms determined by RIPE.
- 20.6 The Operator ensures the servicing of domain names used as part of the Services provided under the Agreement during its term and for 7 days after its expiry or termination.
- 20.7 The Subscriber is obligated to co-operate with the Operator in respect of handling abuses committed via the telecommunications infrastructure of the Subscriber, particularly sending spam messages or viruses, scanning ports, breaking into information systems, DoS and DDoS attacks, improper use of the Usenet.
- 20.8 The **"Internet with Voice Service"**, an added service to the Internet Service, is a direct telecommunications service which enables making voice connections via the IP Network or the public Internet network using the technique of package commutation in such a way that every User of the Service using a terminal device connected to an appropriate Internet network termination point or a user of the public telephony network may communicate with other Users of the Service or users of the public telephony network.
- 20.9 The Operator provides the Internet with Voice Service to the extent of the existing technical means. The provision of specific categories of connections depends also on the technical capacities of the operator ensuring access to the public Internet network and may not give grounds for any complaints in that respect.
- 20.10 The use of the Internet with Voice Service by the Subscriber requires an access line to the Internet provided by the Operator or another service provider.
- 20.11 As part of the Internet with Voice Service, the Operator will make available to the Subscriber a Device defined in the Agreement which is necessary in order to use the Service.
- 20.12 Using the Internet with Voice Service the Subscriber may make connections a detailed extent of which is specified in the Agreement.
- 20.13 As part of the Internet with Voice Service the Operator offers additional services a detailed extent of which is given in the Agreement.
- 20.14 The Internet with Voice Service will be configured in a manner which allows making the connections specified in the Agreement. The access line will be configured by the Subscriber in co-operation with the Operator.
- 20.15 The provisions of para. 17.5, 17.8, 17.9, 18.3, 18.4 of the Regulations apply accordingly to the Internet with Voice Service.
- 20.16 The provisions of this Article (20) are applicable to "Web Access" or "Web Access with Voice" services which have been hitherto provided by the Operator.

Art. 21. LEASED LINES SERVICE

- 21.1 The Leased Lines Service (hereinafter referred to as the **"Service"** or the **"Leased Lines Service"**) entails making available to the Subscriber the transmission of data conforming to G.826 or G.821 standards, corresponding to the ITU recommendation, through physical connection of the Subscriber network via access lines to the Operator network and ensuring appropriate parameters of transmission inside the Operator network.
- 21.2 The Service is delivered at the SAP specified in the Agreement.

Art. 22. IP TRANSIT SERVICE

- 22.1 The IP Transit Service (hereinafter referred to as the **"Service"** or the **"IP Transit Service"**) may be provided as **"IP Transit Standard"**, **"IP Transit Lite"** or **"IP Transit International"**. The Service entails making available to the Subscriber the transmission of international and domestic TCP/IP traffic (RFC 973, 791) through physical connection of the Subscriber network to the Operator network, ensuring appropriate parameters of transmission inside the Operator network and ensuring appropriate parameters of transmission to other operator networks via the Operator network. The connection of the Subscriber IP Network to the Operator IP network is effected with BGP Routing. Service parameters such as: available transmission band for international and domestic TCP/IP traffic, place of Service delivery and Service Activation Date are specified in the Agreement. Detailed specification of individual Service variations is defined in the Agreement.
- 22.2 The Service is delivered at the SAP in form of a port conforming to a standard specified in the Agreement.
- 22.3 The available transmission band for international and domestic TCP/IP traffic, as set forth in the Agreement, is a guaranteed band in the whole Operator IP Network and at connection points between the Operator IP Network and IP networks of those Internet operators with which the Operator directly exchanges internet traffic.

Art. 23. IP SOLUTION SERVICE

- 23.1 The IP Solution Service (hereinafter referred to as the **"Service"** or the **"IP Solution Service"**) covers a group of data transmission services entailing the creation of a separated data transmission network using the IP protocol and the MPLS technology.
- 23.2 Detailed specification of particular variations of the IP Solution Service is determined in the Agreement.



23.3 The application of para. 8.3., 10.4., 10.8, 10.10.2., 10.12. of the Regulations to the IP Solution Service is excluded. In the extent excluded by this paragraph of the Regulations the provisions of the Agreement are to be applied accordingly.

DATA CENTRE SERVICES

Art. 24. SHARED HOSTING SERVICE

24.1 The Shared Hosting Service (hereinafter referred to as the "Service" or the "Shared Hosting Service") is an application offered by the Operator which enables management of e-mail accounts and world wide web or FTP accounts, created within the limits imposed by and space received from the Operator, the management is effected by a Subscriber representative (hereinafter referred to as the "Account Administrator").

24.2 As part of provision of the Service, the Operator makes available to the Subscriber server space within a specified limit and enables the generation of traffic from/to e-mail accounts/ www sites within a specified limit, in accordance with a service packet (hereinafter referred to as the "Packet") bought, a detailed description of which along with terms of use and fees are given in the Agreement.

24.3 The service parameters may be changes by the Subscriber or the User by their own in the Internet having received the authorization to the extent specified in the Agreement.

24.4 The application of para.10.4 of the Regulations to the Shared Hosting Service is excluded. To the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

Art. 25. STANDARD HOSTING SERVICE

25.1 The Standard Hosting Service (hereinafter referred to as the "Service" or the "Standard Hosting Service") entails:

- 25.1.1 making available to the Subscriber by the Operator the Devices or the Supporting Equipment installed in the Operator Data Centre and connected to all infrastructure elements of the Operator Data Centre necessary for the provision of the Service and defined in the Agreement,
- 25.1.2 making available to the Subscriber by the Operator and installing by the Operator the software described in the Agreement,
- 25.1.3 ensuring by the Operator access to telecommunications infrastructure with characteristics as described in the Agreement,
- 25.1.4 monitoring of the Services in accordance with the provisions of the Agreement.

25.2 Detailed specification of the Devices delivered, the Software installed by the Operator, the manner of connecting particular Devices in the network and connecting them to the Internet is specified in the Agreement.

25.3 The application of para.10.4 of the Regulations to the Standard Hosting Service is excluded. To the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

Art. 26. MANAGED HOSTING SERVICE

26.1 The Managed Hosting Service (hereinafter referred to as the "Service" or the "Managed Hosting Service") entails making available to the Subscriber the Equipment described in the Agreement, installed in the Operator Data Centre, and ensuring the administration of such Equipment and the software installed thereon.

26.2 The Operator will install the Equipment in the Data Centre and will connect it to the infrastructure elements of the Data Centre. Detailed specification of the Equipment delivered, the Software installed by the Operator, the manner of implementing the Equipment into the network and connecting it to the telecommunications infrastructure is specified in the Agreement.

26.3 The application of para.10.4 of the Regulations to the Managed Hosting Service is excluded. In the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

Art. 27. COLLOCATION SERVICE

27.1 The Collocation Service (hereinafter referred to as the "Service" or the "Collocation Service") entails making space (secure environment) available to the Subscriber and connecting the Subscriber Devices to the infrastructure in the Operator Data Centre.

27.2 The manner of connecting the Subscriber Devices to the Internet or to the telecommunications infrastructure as well as the network configuration are defined in the Agreement.



- 27.3 The Operator is liable for damage, destruction or loss of the Subscriber Devices when the latter are installed in the Operator Data Centre.
- 27.4 The liability for damage, destruction or loss of the Subscriber Devices caused by reason beyond control of the Operator is excluded. In the event of any damage, destruction or loss of the Subscriber Devices, the Operator's liability will be limited to the reinstatement of the previous status quo, which covers repair of the Subscriber Devices or their replacement with new ones having at least the same technical parameters. The Operator will not be held liable for any damage, destruction or loss of data contained in the Subscriber Devices.
- 27.5 The application of para.10.4 of the Regulations to the Collocation Service is excluded. To the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

Art. 28. BACKUP OFFICE SERVICE

- 28.1 The Backup Office Service (hereinafter referred to as the "Service" or the "Backup Office Service") entails making available to the Subscriber by the Operator, in the event of circumstances indicated in the Agreement, office workplaces in the Operator Backup Office equipped with Devices described in the Agreement. The Operator ensures its readiness to provide the 24/7/365 Service.
- 28.2 Detailed specifications of the Devices delivered, the software implemented by the Operator, manner of Device implementation in the network and connection to the Internet is specified in the Agreement.
- 28.3 The application of para.10.4 of the Regulations to the Backup Office Service is excluded. To the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

Art. 29. RAPORTER SERVICE

- 29.1 The Reporter Service (hereinafter referred to as the "Service" or the "Reporter Service") is an application offered by the operator which enables the Subscriber to gain access to reports showing a detailed list of phone connections provided by the Operator, analytical reports.
- 29.2 The Reporter Service is available to the Subscribers in the extent indicated in the Agreement.
- 29.3 As part of provision of the Reporter Service, the Operator makes available to the Subscriber sets of reports a detailed extent of which, terms of use and fees are given in the Agreement.
- 29.4 The application of para.10.4 of the Regulations to the Reporter Service is excluded. To the extent excluded by this paragraph the provisions of the Agreement are to be applied accordingly.

SECTION III

FINAL PROVISIONS

Art. 30. FINAL PROVISIONS

- 30.1 The Operator ensures telecommunications secret to the extent as required by the Law.
- 30.2 All technical, technological and commercial information, including the terms of fees, or information connected with organization of business of each of the Parties, obtained by the other Party during negotiations and performance of the Agreement, will be treated as company secrets within the meaning of the provisions on combating unfair competition, irrespective of whether a relevant Party has taken necessary steps in order to keep their confidentiality, provided that the Parties are entitled to disclose information to the extent required by the law, including upon request of authorized bodies.
- 30.3 The restriction referred to in para. 30.2 above is in force over the period from execution of the Agreement up to the first anniversary of its expiry or termination.
- 30.4 The governing law for the performance and interpretation of the Regulations and the Agreement is the law of Poland.
- 30.5 In the event of any disputes arising in connection with performance of the Agreement, the Parties undertake to settle them amicably through mutual negotiations.
- 30.6 If it is not possible to settle the dispute amicably, the Operator or the Subscriber will submit such dispute for resolution to a common court having territorial jurisdiction over the registered office of the Operator.



- 30.7 To matters not regulated by the Agreement or the Regulations, the provisions of the prevailing law shall apply, particularly the provisions of the Civil Code and the Law.
- 30.8 The invalidity or unenforceability of any provision of the Regulations or the Agreement does not affect the validity and enforceability of the remaining provisions of the Regulations or the Agreement.
- 30.9 These Regulations replace all prior rules prevailing on the Operator.
- 30.10 The Operator gives consent to translation of the Regulations or the Agreement to other languages, provided that the Polish language version is binding for all instances of interpreting the provisions of the Regulations or the Agreement which have arisen in connection with such translations.
- 30.11 The change of the Rules does not constitute amendment of the terms of the Agreement resulting in the necessity to draw up an Annex. The Operator shall notify the Subscriber in writing of any change and publish any proposed change to the Agreement terms and conditions set forth in the Rules, in advance of at least one month before the effective date thereof. If the Subscriber does not accept such changes, the Subscriber may terminate the Agreement before the effective date of the changes and such termination shall be effective from the last day before the effective date of the changes. In such case, the Operator shall not be entitled to demand compensation or return of bonuses, except if such changes are introduced due to an amendment of legal regulations (including removal of prohibited terms and conditions from the Agreement).
- 30.12 The current Rules are available on the www.gts.pl website and shall be provided to the Subscriber free of charge together with the written Agreement, as well as on each request.