SERVICES SUPPLY AGREEMENT
No.   /signed on

The services supply contract (the '**Contract**') consists of the General Contractual Clauses ('**GCC**'), the Special Contractual Clauses ('**SCC**') and this agreement (the '**Agreement**'). The contract is concluded on   :

☐ with a new Client

☐ with an existing Client and it amends the Contract concluded under No.   on

☐ by means of remote communication

☐ for the assignment of the Contract concluded under No.   on

☐ outside business premises

by and between:
PRIME Telecom SRL, a Romanian legal person, with its registered seat in Bucharest, District 2, Bd. Dimitrie Pompei No. 9-9A, IRIDE Building, Building 20, 2nd Floor, Bucharest, Trade Registry No. J40/10171/2000, Tax Reference No. RO13506450, having Bank Account RO07BTRL04301202889149XX, opened with Banca Transilvania, Unirii Branch, duly represented by Cristian Grigore, in its capacity as supplier, hereinafter referred to as "**PRIME**"
and

☐

legal person Client

Name*:

to be filled in with the complete name, in accordance with the documents presented at the Initial Information stage

Registered office*:
Registration Number*
Tax Reference Number*
Bank Account

Contact

Fax: e-mail: Telephone:

by representative*

please specify the capacity of the representative (administrator, president of the board of administration, director, etc., in accordance with the documents presented at the Initial Information stage)

☐

natural person Client

Name, Surname*
Personal Number Code

Identified by*

☐ Identity Card   Series   No.
☐ Passport   issuance date
☐ Residency permit   Issued by

Domicile*:   Municipality   , County/ District   , Street   No.   ,
Block   , Entrance   , Floor   , Apartment

<div style="writing-mode: vertical">In case of assignment, to be filled in with the assignor's data</div>

☐

Name*:

to be filled in with the complete name, in accordance with the documents presented upon the Initial Information

Registered office*:

Registration Number*

Tax Reference Number*

Bank Account

Contact

Fax: e-mail: Telephone:

by representative*

please specify the capacity of the representative (administrator, president of the board of administration, director, etc., in accordance with the documents presented at the Initial Information stage)

* The information marked with an (*) shall be supplied on a mandatory basis on the Contract signing date.
(*The information below shall be filled out only if it is different from that supplied above*)

Invoicing address: (*e-mail or postal address*)
Contact person:

as beneficiary, hereinafter referred to as the "**Client**"

Prime and the Client shall be hereinafter referred to individually as the "**Party**" and collectively the "**Parties**".

Parties' representation
The Parties, through their legal representatives, hereby represent that the information above is consistent with the original documents presented by the Client in the Initial Information stage, the Client represents that it has read and understood all of the information included in CCG, CCS and the Agreement, which it agrees to, and in witness whereof, the Parties sign below

PRIME,   **Client**,

Section I - Services

By this Agreement, Prime undertakes to supply to the Client the following Services:

Prime INTERNET Service

		Service Description						
	Client Location (connection point)	**Details**			**Service Duration** (no. of months)	**Tariff***		**Installation date**
		Capacity	**Interface**	**Connector type**		**Connection tariff**	**Monthly tariff**	
1	Locality postal code							
	County/District							
	No. Street, floor							
	Contact person							
	Tel./fax no.							
2	Locality postal code							
	County/District							
	No. Street, floor							
	Contact person							
	Tel./fax no.							
3	Locality postal code							
	County/District							
	No. Street, floor							
	Contact person							
	Tel./fax no.							
4	Locality postal code							
	County/District							
	No. Street, floor							
	Contact person							
	Tel./fax no.							

* Taxes are expressed in EURO, without VAT, and they can be modified in accordance with the GCC.
Other clauses:
Additional services: ☐ WEB hosting   ☐ IP address

Parties' representation

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign below.

PRIME,   **Client,**

Prime _____   Client _____
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Section II - the Client's consent

The Client hereby expresses the consent for the processing by Prime Telecom of the following personal data, to the sole purpose of contract management and execution. Prime Telecom will process the following personal data: location data (of the physical person Client), name, residence/headquarter, e-mail address, telephone number, fax number, position/quality of the representants.

Section III - Communication of documents			
Communication of the invoice			
The Client opts for the communication of the invoices issued under this Contract as follows:			
☒ by e-mail, at the address ___ , free of charge.	☐ by post/courier at the address specified in the Recitals of this Agreement. The Client shall bear the dispatch expenses.	☐ with details	☐ without details
Contract			
At the signing date of this Agreement, the client received a printed copy of the GCC and the CCS applicable to the Service contracted according to Section I of the Agreement.			

Parties' representation

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign this Contract.

PRIME   **Client**

THE SPECIAL CONTRACTUAL CLAUSES FOR THE SUPPLY OF THE Prime INTERNET SERVICE

The Prime INTERNET Service is supplied to the Client by PRIME in the conditions referred to in these Special Contractual Clauses ("**CCS**") supplementing the Agreement (the "**Agreement**") and which are subject to the General Contractual Clauses ("**CCG**"). In case of inconsistencies between the contents of these documents, the order of precedence is as follows: (1) the Agreement, (2) CCS and (3) CCG. If the contract is concluded by remote means of communication, the Contract shall be supplemented by Article 15, the clauses specific to the distance contract in CCG, and they shall take precedence over all of the above.

The terms written in capital letters in these CCS shall have the meaning described in the Agreement and CCG, unless the context or the Parties require otherwise.

The Prime INTERNET Service, with its characteristics specified in the Agreement is subject to these CCS, by way of derogation from any other provisions to the contrary in the CCG.

Article 1 - The quality parameters of the Prime INTERNET Service

1.1.   These CCS define the quality level of the Prime INTERNET Service, the calculation formulas and the quality measuring criteria, the guaranteed values of each parameter, the rights and compensations of the Parties in case of failure to comply with the SLA and the obligations to be fulfilled by the CLIENT in order to benefit from the Service at the quality standard guaranteed by PRIME.

1.2.   The measurement of the Service availability

The demarcation point for the internet access service is considered to be the interface (the access port) to the Prime Telecom network. The availability calculation formula is the following:

Availability = (24 x A – B) x 100 / (24 x A), where:

A= No. of days in the Invoicing Period

B = total down time expressed in hours = the sum of the malfunction duration according to TT.

The guaranteed availability of the Service is 99.7% per month.

1.3.   If, for reasons ascribable to PRIME, the Service is not supplied in accordance with the guaranteed value, PRIME shall grant discounts for the invoice related to the Invoicing Period following the parameter measurement period, in accordance with the thresholds provided for in the table below.

Monthly availability of the Service	Discount granted from the monthly charge (%)
99.7% / 98%	5%
97.9% / 95%	10%
94.9% / 93%	20%
Less than 93%	30%

1.4.   When establishing the total duration of the Discontinuities/Interruptions in a TT calendar month the remedy of which requires the intervention to other networks interconnected with the PRIME network, with regard to which PRIME cannot receive information regarding the remedy or the situations where TT finds a problem that was already remedied or the issues due to the CLIENT's equipment shall not be considered. For the TT registered in these situations, PRIME shall not grant discounts.

Article 2 – NOC Prime Telecom

2.1.   PRIME permanently monitors the Services and ensures a permanent technical support service, 24 hours per day, 7 days per week. If the CLIENT faces an Interruption/Discontinuity of the Services, it shall notify NOC within maximum 2 (two) hours from the moment it discovers any malfunction, Interruption, Discontinuity occurring with regard to the network or with regard to the Terminal Equipment at one of the following telephone numbers, by e-mail of by fax:

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Operational Level	PRIME TELECOM	
Level 0	**NOC, Customer Service Center**	
Tel.	+40 21 242 1877	
Tel.	+40 74 311 7423	
E-mail	support@primetelecom.ro	
Level 1	**NOC Coordinator**	
Name	**Iulian Neagu**	
Tel.	+40 75 515 3207	
e-mail:	iulian.neagu@primetelecom.ro	
Level 2	**IP Network and Ethernet Manager**	**SDH Network Manager**
	(IP and Ethernet Services)	*(SDH Services)*
Name	**Dan Mosneanu**	**George Slabu**
Tel.	+40 74 0093824	+40 74 918 1541
e-mail:	dan.mosneanu@primetelecom.ro	george.slabu@primetelecom.ro
Level 3	**Technical Director**	
Name	**Andrei Stirbu**	
Tel.	+40 74 023 1994	
e-mail:	andrei.stirbu@primetelecom.ro	

2.2.   The TT registration number shall be communicated to the CLIENT only if the TT contains all of the relevant information provided for in CCG and shall be used for following the completion status until the final settlement. A TT may be closed only with the consent and confirmation of the CLIENT (telephone, fax or e-mail).

2.3.   The remedy shall be communicated by PRIME to the CLIENT by e-mail, at the address specified in Article 10 of the Contract, no later than 8 (eight) hours from the registration of the TT, the CLIENT having the obligation to confirm the remedy within 15 minutes of the time PRIME sends the e-mail. If the CLIENT does not answer within 15 minutes of receiving the abovementioned e-mail, it shall be deemed that it tacitly confirmed the remedy.

2.4.   By way of derogation from the provisions of Art. 10 of the Contract, any change in the e-mail addresses or telephone numbers mentioned above shall be communicated to the CLIENT no later than 6 (six) hours from the moment the change occurs.

2.5.   If the Interruption/Discontinuity is caused by the CLIENT (improper operation of the CLIENT's equipment, storage of the Terminal Equipment in improper conditions, actions of the employees, representatives or subcontractors of the CLIENT, etc.), it undertakes to bear the counter value of the costs incurred by PRIME with the remedy, and these expenses shall be included by PRIME in the invoice to be issued for the following Invoicing Period.

Article 3 – Time for restoring the Service

3.1.   The time for restoring the Service is of **maximum 8 hours** as of the moment the complaint regarding the interruption/discontinuity was filed by the client.

3.2.   The time required for restoring the Service is equal to the down time of the Service. The notification regarding a malfunction is deemed completely solved, and the time for restoring the Service is completed only after the Service was restored and PRIME notified the CLIENT thereof (by telephone, e-mail or fax), in compliance with the provisions of Art. 2 above, and the latter confirmed the remedy by e-mail or tacitly, in compliance with Art. 2.3 above.

Article 4 – Delay in the transfer of data packets

4.1.   The delay in the transfer of data packets is the time interval, calculated in milliseconds, between the moment the first bit of the packet crosses the access line of the source terminal equipment and the time the last bit of the same packet is received by the recipient terminal equipment and is calculated as the average of the delays registered in transmitting a set of data packets, round trip, in the conditions below:

a) Upon the execution of the Acceptance Sheet, the delay of the packets shall be measured on a computer that is directly connected to the access port. The value of the delay shall be calculated as the average of the delays obtained when transmitting 1000 packets with the size of 100 bytes to the address of the Website, www.primetelecom.ro.

b) During the performance of the Contract, the delay shall be measured by sending data packets ("Ping"), in the conditions specified under point a).

4.2. The delay of the packets, provided that the load of the data connection where the measurement is performed does not exceed 60% of the contracted bandwidth, is, on average, below 20 ms.

4.3. The compensation granted in case of failure to meet the contracted values for the parameter data packets delay is granted as a percentage discount of the Monthly Fee specified in the Agreement for the port at issue. The compensation is granted in the month immediately following the measurement period of the quality parameters, except for the last month of the contractual period, when it shall be applied to the last invoice issued.

Delay of the network packets	Compensation
the delay measured in the conditions specified in point a) of paragraph 4.1 is higher than the guaranteed values for a period of more than 8 hours.	2% of the Monthly Fee for the port where the malfunction was notified.
The delay measured in the conditions specified in point a) of paragraph 4.1 is more than 1000 ms for a period of at least one hour.	It is considered a Service Unavailability and compensations are granted in accordance with the grid for the availability parameter; the 2% discount specified above is not granted.

4.4. The compensation for exceeding the guaranteed value for network delay is granted only if PRIME does not remedy the situation within 8 hours from the registration of the TT or within 2 hours from the registration of the TT in case of delays of more than 1000 ms.

Article 5 – Loss of data packets

5.1. The packet loss rate is the ratio, expressed in percentages, between the number of data packets sent, but not received or incompletely received, and the total number of data packets sent by the source.

5.2. The measurement of the network packet loss shall be made using a computer that is connected directly to the access port by sending a set of data packets having the following features:

1. number of packets: 1000

2. timeout: 2 s;

3. destination IP address: the web address referred to in point 5.1a;

4. packet size: 100 bytes;

5.3. The guaranteed value for the packet loss parameter is below 1%.

5.4. The compensation granted in case of failure to meet the contracted values for the packet loss parameter is granted as a percentage discount of the sum of subscription fees for the ports at issue. The compensation is granted in the month immediately following the measurement period of the quality parameters.

Loss of network packets	Compensation
Packet losses of more 1% measured in compliance with paragraph 6.1 for a period of more than 8 hours	2% of the Monthly Fee for the port where the malfunction was notified;
Packet losses of more 5% measured in compliance with paragraph 6.1 for a period of at least one hour.	It is considered a Service Unavailability and compensations are granted in accordance with the grid for the availability parameter; the 2% discount specified above is not granted.

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5.5.   The compensation for exceeding the maximum guaranteed limit for loss of network packets is granted only if PRIME does not remedy the situation within 4 hours from the registration of the TT or within 2 hours from the registration of the TT in case of losses of more than 5%.

Article 6 – Reports on the quality of the Service

6.1.   The CLIENT may receive from PRIME, on demand, a traffic report clearly specifying the down time of the Service. The reports shall be made available on the Website or shall be sent by e-mail.

Article 7 – Compensation granting conditions and exceptions

7.1   The compensations for the failure to meet the quality parameters established in the CCS shall be granted at the CLIENT's request, on a monthly basis, only as deductions from the following month's invoice (except for the last month of the Contractual Term, when they shall be deduced from the value of such invoice) and may be transferred from one month to another.

7.2.   To benefit from the compensations, the CLIENT shall submit a written demand, no later than the 10th day after the commencement of the Invoicing Period, providing the following information: the TT registration number, the date and time the TT was opened and closed.

7.3.   No compensations shall be granted for malfunctions notified more than 72 hours from their occurrence. The compensations for various quality parameters shall not be aggregated, unless as expressly specified in the description of each parameter.

7.4.   In case of a Failure in two or more quality parameters, the CLIENT shall be granted the larger compensation.

7.5.   Any compensations, even aggregated, regardless of their nature and basis, may not exceed 100% of the Monthly Service Fee, corresponding to the affected ports.

7.6.   By way of derogation from the CCG, Prime will not owe the Client any compensations if the Interruption or Discontinuity of the Service are caused by the following situations:

   a.   Interruptions/Discontinuities of the Services as a result of the CLIENT's breach of its contractual obligations;

   b.   Planned Interruptions/Discontinuities, announced by PRIME 2 (two) Days in advance;

   c.   Interruptions/Discontinuities caused by force majeure and/or fortuitous case, in accordance with the CCG;

   d.   the CLIENT's equipment;

Article 8 – Specific conditions for the supply of Prime INTERNET Service

8.1.   PRIME guarantees the supply of the Prime INTERNET Service provided that the Client ensures access to the Client's Site, in the buildings or on their terrace and it obtains all consents/permits for access (if applicable) and for the installation, by the Prime Personnel, both during the installation works and thereafter, throughout the Contractual Term, during normal business hours, unless the parties agreed otherwise. Also, the CLIENT undertakes to obtain any other consents, authorisations, necessary for cabling and installing the Terminal Equipment on the Client's Site.

8.2.   The Client shall ensure, at its own expense, the connection and continuous and uninterrupted supply of electricity.

8.3.   The Client shall participate in the tests performed by PRIME with regard the Terminal Equipment and/or the operation of the Service, shall sign the Acceptance Sheet of the Terminal Equipment. If the CLIENT does not participate in the tests and/or acceptance of the Services and does not sign the Acceptance Sheet, the Services shall be deemed tacitly accepted within 24 (twenty-four) hours from the completion of the tests by PRIME and the drawing up of the Acceptance Sheet.

8.4.   The Client shall not perform any of the installation, maintenance, testing and repair works and shall not change the Client's Site or the configuration of the Terminal Equipment except with the prior written consent of PRIME.

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8.5.   The Client shall inform PRIME of any incident causing the deterioration, destruction or unsealing of the Terminal Equipment, as soon as possible, but not later than 48 hours from the time the incident is found, otherwise it shall be liable for the prejudice caused.

8.6.   The Client shall ensure access of the PRIME representatives at any time during the regular business hours at the Client's Site in order to recover the Terminal Equipment, in case of termination for any reason of the Contract or at any time at PRIME's request. The restitution shall be made based on a minutes, and PRIME shall accept to be returned only the Terminal Equipment that is operational, less normal wear and tear.

8.7.   If Prime Telecom receives notices of malicious traffic from CERT-RO, Prime reserves the right to suspend the services supplied.

The provisions of CCS for the Prime INTERNET Service are supplemented with the legal provisions on the establishment of the quality indicators for the supply of the internet access service and the publication of the related parameters.

Article 9 – System security

9.1.   the CLIENT assumes the following obligations in order to maintain the security of the telecommunications system:

9.1.1   The use of the Additional Service to host, distribute, and/or reproduce any type of electronic content, that is illegal under the legislation in force, any type of electronic content that the user is not legally entitled to reproduce and/or use under a legal system applicable in Romania, any type of electronic content that affects an intellectual property right of a third party (copyright, right over a trademark, etc.), any type of informatic virus and/or malicious code created with the intention to disrupt and/or destroy the functioning of a software or hardware system, or a communication equipment is prohibited.

9.1.2.   The use of the service to promote fraudulent offers of goods and services, illegal activities, to deliver spam or mailbombing messages and/or marketing e-mails without the consent of the recipient is prohibited.

9.1.3.   The Client is not allowed to breach the security of the data communication system supplied by PRIME by carrying out any of the following actions: accessing data that is not intended for the Client, attempting to test and/or scan the vulnerability of a software system, the attempt to interfere with the purpose of reducing the availability of a Data Service related to another Client/another data network, amending the TCP/IP packets, generating any type of traffic that may be associated with a "Denial-of-Service".

9.1.4.   The Client is not allowed to use, or allow another person or group of persons to sue the Services or the Network for the purpose of receiving or distributing information materials that contravenes the legal provisions or regulations in force.

9.1.5.   The Client is not allowed to send, through the Services, any electronic material that may cause any prejudice to a computer system owned by PRIME or other users of the Internet network.

9.1.6.   The Client is not allowed to communicate the Access Data to any persons other than the authorised persons. In addition, the Client undertakes to cooperate with PRIME in order to ensure the security of the access to the Services and Network and to inform PRIME of any action it is aware of and which is or could be construed as an threat to the security of the Network or of the Internet network.

9.1.7.   The Client undertakes not to perform (and to take all measures to avoid the performance of) any cracking or hacking activity or any "DOS" or "DDOS" attacks, assuming full liability for the prejudices involved by the breach of the security of the systems or communication networks if it is proved to be responsible.

9.1.8.   The Client undertakes to maintain all data and information related to the Personal Applications, within the limits and in the conditions permitted by the regulations in force and to take all necessary measures for the performance of the periodic back-ups related to the Personal Applications.

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9.1.9 The Client undertakes not to use the Service in any form and in any circumstance to communicate, refer to or direct any of the following:

a) nudity, pornography, any image or text with a sexual or obscene content, in breach of the legal conditions in force;

b) threats, abuse, harassment, slander;

c) illegal activities, such as: phishing, spoofing, proxy, hacking, sniffing, warez, etc. or the use of scripts for proxy or IRC or FormMail, PhpShell or similar, including commercial scripts containing known security holes, Chat-rooms, IRC Eggdrop bots, torrent trackers, etc.;

d) any image or text meant to encourage xenophobia;

e) gathering personal information to be used for illegal purposes;

f) any materials meant to breach the rights of third parties,

g) the use of IP resources in actions that results in blacklisting those resources by specialised entities (Spamhaus, MalwareBytes, Google, etc).

9.2. Any breach of the provisions of Art. 9.1 above is assimilated to Fraud and the provisions of Art. 16 of CCG shall apply accordingly.

The Parties, through their legal representatives, hereby represent that the information above is consistent with the commercial agreement, and in witness whereof, the Parties sign these Special Contractual Clauses in two counterparts.

PRIME   **Client**