

The Contract consists of the agreement (the "**Agreement**"), the General Contractual Clauses ("**CCG**") and the Special Contractual Clauses ("**CCS**"), including any and all annexes to be executed and all these documents shall be interpreted in conjunction one with the other, so that the Contract may be executed. In case of inconsistencies between the contents of these documents, the order of precedence is as follows: (1) the Agreement, (2) the Special Contractual Clauses and (3) the General Contractual Clauses. 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.

## **GENERAL CONTRACTUAL CLAUSES FOR THE SUPPLY OF THE SERVICES**

The terms written in capital letters in the Contract shall have the meaning described herein below, unless the context or the Parties require otherwise.

<b>ANCOM</b>	means the National Authority for Management and Regulation in Communications, set up by Government Emergency Order No. 22/2009 on the establishment of the National Authority for Management and Regulation in Communications, approved by Law No. 113/2010, as subsequently amended and supplemented, the authority supervising and regulating the supply of the Services,
<b>Fraudulent Call</b>	means a voice, fax or data communication performed by using, without a right to do so, networks and equipment intended for the Service, for services other than those allowed by PRIME, using a Geographical Number outside the Geographical Area for which it was allocated or performed in order to obtain unlawful material advantages, to defraud the interests and rights of PRIME, to cause damages or network failures,
<b>Geographical Area</b>	means one of the 41 areas into which Romania is divided from the standpoint of the geographical numbering resources, corresponding to a geographical area indicative number,
<b>Contract</b>	means these General Contractual Clauses for the supply of the Service, the Agreement and the Special Contractual Clauses for the supply of the Service, including the related annexes,
<b>Distance Contract</b>	means the Contract concluded between PRIME and the CLIENT within a distance sales or services supply system organised without the simultaneous physical presence of PRIME and the CLIENT, using only one or several means of remote communication (online, telephone, post or courier), until and including on the Contract conclusion time,
<b>Outside business premises Contract</b>	means the Contract concluded between PRIME and the CLIENT in either of the following circumstances: a) in the simultaneous physical presence of both PRIME and the CLIENT, in a place that is not one of Prime's commercial sites; b) following an offer from the Client in the same circumstances as mentioned at lit. a); c) concluded in Prime's commercial sites or by means of remote communication, just after the Client has been approached personally and individually, in a place that is not Prime's commercial site, in the simultaneous physical presence of both parties; d) concluded during a trip organized by Prime with the purpose of promoting and selling its services to the Client,
<b>Access details ( Access Data)</b>	means the username and password that PRIME provides to the CLIENT on the signing date of this Contract, to access online, from the Website, the NOC technical support service, or the cloud.primetelecom.ro platform when VPS or IaaS services are contracted
<b>Contractual Term</b>	means the period of time established by the Parties in the Agreement,
<b>Commencement Date</b>	means the signing date of the Acceptance Sheet as of which the continuous supply of the Service supplied by PRIME through its own network or through the network of the contractual partner is deemed to commence,
<b>Discontinuity</b>	means the malfunction materialised by the functioning of the Service outside the parameters established in the CCS or assumed in the Agreement or in the CCS, as appropriate, except for those caused by the connections, cables and equipment installed by the CLIENT, by the operations carried out by the CLIENT, its employees or subcontractors or which are otherwise ascribable to the CLIENT, without causing complete lack of connectivity,
<b>Term of the Service</b>	means the period of time comprised between the signing date of the Acceptance Sheet and the termination of the Contract, in accordance with the Agreement and the CCG,

<b>Terminal Equipment</b>	means the equipment owned by PRIME installed on the CLIENT Site, necessary for the operation of the Service and for ensuring the interface between the PRIME network and the CLIENT's network. The relationship between PRIME and the CLIENT regarding the Terminal Equipment is regulated by the provisions of Arts. 2,103 - 2,123 of the Civil Code regarding free storage, throughout the Term of the Service, unless the parties agreed otherwise in the Agreement, and depositor PRIME hereby expresses its consent for the use of the Terminal Equipment by the depository CLIENT only for the purpose of supplying the Service. The features and value of the Terminal Equipment are detailed in Section I of the Agreement,
<b>Acceptance Sheet</b>	means the report presenting in detail the technical interconnectivity parameters, indicating the conformity of the Service Contracted, the features and the value of the Terminal Equipment. The Acceptance Sheet date shall coincide with the Commencement date,
<b>Fraud</b>	means any abuse or inadequate use of the Services, in compliance with Art. 16 of the CCG,
<b>Initial Information</b>	means the communication by the CLIENT, at the request of PRIME, of the relevant documents regarding the identity, domicile/registered office, sites where the terminal equipment is to be installed, financial standing and creditworthiness, the identity and proof of authorisation of the representative, as well as any other information regarding the CLIENT that PRIME considers relevant and which it requests from the CLIENT under and for the purpose of fulfilling this Contract, including, without limitation: Company Details Certificate issued by the registry where the CLIENT is registered, issued no later than 30 Days before the execution of the Contract, including documents attesting to the final beneficial owner of the CLIENT, within the meaning of the law on prevention and fight against money laundering, presented in original,
<b>Confidential Information</b>	means the Access details, any of the commercial information, know-how, technologic information, including the equipment, designs, products, applications, services, customised offers, price lists, features of the Terminal Equipment, the development activities and plans, inventions, procedures and working methods, engineering, marketing activities and operations, CLIENTs, prices, internal procedures, business plans and strategies, knowledge or any financial information of the Parties disclosed to the other Parties as part of this Contract, regardless of the media, whether written or verbal, irrespective of whether or not it was expressly declared confidential,
<b>Interruption</b>	means any situation of complete lack of connectivity, consisting in the complete unavailability of the Service,
<b>CLIENT Site</b>	means the registered office or other spaces with respect to which the CLIENT has a right of use, where PRIME supplies the Service and/or installs the Terminal Equipment,
<b>Credit Limit</b>	means the criterion for guaranteeing the fulfilment of the contractual obligations. The Service supplied in advance is a credit granted to the CLIENT. In order to guarantee the fulfilment of the contractual obligations, the Credit Limit granted to the CLIENT is established depending on the value of the Services used by the CLIENT in the previous Invoicing Period, on the value of the Fees and the CLIENT's creditworthiness,
<b>NOC</b>	Network Operations Centre, means one or several operation centres where the control, monitoring and management of the PRIME network takes place, where the TT are received and which are responsible for restoring the Service,
<b>Geographical Number</b>	means the category of a national number where the national destination indicative has a geographical meaning, being used to route the calls to the physical location where the network terminal point is located, in compliance with ANCOM Decision No. 375/2013 on the national numbering plan,
<b>Non-Geographical Number</b>	means the category of a national number independent of the location, where the indicative shows that the Service is supplied, and the network terminal point identified by that number cannot be associated with a certain Geographical Area, in compliance with ANCOM Decision No. 375/2013 on the national numbering plan,
<b>Independent location number</b>	non-geographic number from the national numbering plan used to provide access to public electronic communications networks and services at fixed or mobile terminal points,

<b>Invoicing Period</b>	means the time interval between two consecutive invoicing dates, of one calendar month, for which PRIME charges the Monthly Fee for the Services,
<b>Portability/Porting</b>	means the service intended for end users allowing the CLIENT to keep the Number when switching the telecommunication services provider, in compliance with the porting procedure detailed on the Website,
<b>Prepayment</b>	means the amount that may be charged to the CLIENT by PRIME in exchange for the access to the Services, in advance or in addition to the Services Fee from the Commencement Date and/or throughout the Contractual Term, in case of exceeding the Credit Limit,
<b>Connection Point</b>	means the point delimiting the PRIME network from the CLIENT's network, PRIME assuming the liability for the quality of the Services only through its own network,
<b>PRIME Personnel</b>	means the employees of PRIME appointed to ensure the supply of the Service under the terms and conditions provided for in the Contract,
<b>Service/Services</b>	means the transport of telecommunication and IP transit contracted under the Agreement and supplied by PRIME to the CLIENT between two PRIME terminal points in PRIME's national and international land digital telecommunication network, connected to the network of other providers of telecommunication services and the related Terminal Equipment installation services at the CLIENT Site, namely: <ul style="list-style-type: none"> <li style="margin-top: 10px;"><b>Prime TEL</b> means the service whereby PRIME gives the CLIENT the possibility to initiate and/or receive national and/or international calls and transfer directly and in real time voice messages until the call recipient using the integrated digital telephony platform and allows the use of additional options, such as: the use of a private numbering plan, calls using a short number within the CLIENT's network, receiving/sending faxes by e-mail, voice messaging, etc., using TDM (<i>Time - division multiplex</i>) or VoIP (<i>Voice over Internet Protocol</i>) technology. The supply of the Prime TEL Service is deemed to start upon the execution or tacit acceptance by the CLIENT of the Acceptance Sheet and PRIME may charge the Monthly Fee in compliance with the provisions of the Agreement,</li> <li style="margin-top: 10px;"><b>Prime INTERNET</b> means the transport services of telecommunication and IP Transit provided by PRIME to the CLIENT between two PRIME terminal points in its national and international land digital telecommunication network, connected to the network of other providers of telecommunication services. The supply of the Prime INTERNET Service is deemed to start upon the execution or tacit acceptance by the CLIENT of the Acceptance Sheet and PRIME may charge the Monthly Fee in compliance with the provisions of the Agreement according to the supplied capacity,</li> <li style="margin-top: 10px;"><b>Prime VPN</b> means telecommunication services consisting in the transfer of data between the devices of the same network located on the territory of Romania and/or outside the CLIENT's network by creating a dedicated Circuit. The supply of the Prime VPN Service is deemed to start upon the execution or tacit acceptance by the CLIENT of the Acceptance Sheet and PRIME may charge the Monthly Fee in compliance with the provisions of the Agreement,</li> <li style="margin-top: 10px;"><b>Prime Dark Fiber</b> means the telecommunication service consisting in granting access to the Internet Service by leasing one or more fibre optics, owned by Prime or held under any other title, having the features described in Section I. The supply of the Prime Dark fiber Service is deemed to start upon the execution or tacit acceptance by the CLIENT of the Acceptance Sheet and PRIME may charge the quarterly Fee in compliance with the provisions of the Agreement,</li> <li style="margin-top: 10px;"><b>Prime VPS (Virtual Private Server)</b> means the service of leasing a dedicated virtual server resulting from sharing the resources of one more physical servers, and which, from a functional standpoint, provides the same general functionalities as physical servers, and may run operating systems and use Internet services. The supply of the service is deemed to start when Access Data is sent to the Client</li> </ul>

**Prime IaaS (Infrastructure as a Service)** Means the service of storing files on a variable number of virtual servers (VPS), using the management interfaces of these VPS's and accessing in a flexible way, by internet, the shared calculation resources made available by the provider. The supply of the service is deemed to start when Access Data is sent to the Client

**Additional Services** means any and all services provided by PRIME only together with one of its Services and activated only at the CLIENT's request and including, but not limited to: private numbering plan, calls using a short number within the CLIENT's network, receiving/sending faxes by e-mail, voice messaging, allocating an IPv4 address ( *Internet Protocol version 4*), IPv6 ( *Internet Protocol Version 6*) and AS Number ( *Autonomous System Number*), hosting Web pages, etc.,

**Website** means the website of PRIME at the address [www.primetelecom.ro](http://www.primetelecom.ro),

**SLA** ( *Service Level Agreement*), means the quality level of the Service, as specified in the CCS corresponding to each Service,

**Fee** means the amount payable by the CLIENT to PRIME for the supply of the Service. The Fee relates both to the installation of the Terminal Equipment at the CLIENT's Sites and to the supply of the Service for each Invoicing Period, in the amounts and with the frequency established in the Agreement,

**TT** ( *Trouble Ticketing*) means the notice addressed by the CLIENT to PRIME regarding the Interruption or Discontinuity noted by the CLIENT in the supply of the Service and including the following information: the name and surname or the designation of the CLIENT, the date, Site and any other details that may help identifying the cause of the Interruption or Discontinuity notified by the CLIENT,

**UPS** ( *Uninterrupted Power Supply*), means a temporary source of electricity,

**Day / Days** means calendar days, unless as otherwise specified in the Contract.

## **Article 1. Object of the Contract**

- 1.1. PRIME undertakes to provide the Service described in the Agreement depending on the technical availability and in compliance with the Agreement and to provide the CLIENT with the Terminal Equipment only for the purpose of providing the Service, and the CLIENT undertakes to pay the Fees, according to the Contract.
- 1.2. If a person acting in the name of the CLIENT or with its consent uses the Services without having concluded a written or verbal agreement with PRIME, such person shall be deemed to have become aware of and accepted the terms and conditions established in the Contract and this shall not exonerate the CLIENT from fulfilling its duties.
- 1.3. The Service described in the Agreement is supplied to and may be used by the CLIENT 24 hours per day, 7 days per week, within a coverage area which may be amended depending on the network development, the specifics of the radio waves propagation, the technical specifications of the PRIME network and of the equipment used by the CLIENT.
- 1.4. The units used to quantify the Service allocated to an Invoicing Period not consumed during that Invoicing Period shall not be carried forward.
- 1.5. The CLIENT has the essential obligation to ensure its own technical resources, namely the necessary compatible equipment, to benefit from the Service. Not owning or using such equipment by the CLIENT shall not exonerate it from paying the Fees. The Parties shall sign the Acceptance Sheet. Only upon the CLIENT's request and only against payment, Prime may provide the CLIENT with Terminal Equipment. For the installation of the equipment, the CLIENT may benefit from support from NOC.
- 1.6. The Service is deemed supplied on a continuous basis throughout the Invoicing Period and throughout the Contract Term.

- 1.7. PRIME reserves the right to change, in compliance with the legal provisions and procedures in force, the contents or certain features of the Service in compliance with the Service usage or organisation needs, so as to affect the CLIENT's rights as little as possible.
- 1.8. These CCG shall apply individually to all Services included in Section I of the Agreement.

## **Article 2 – Installation. Activation. Suspension. Reconnection**

- 2.1. The Service shall be activated in compliance with the provisions of the Agreement and the CCS. On the Commencement Date, the Parties shall sign the Acceptance Sheet, save for VPS or IaaS services, where the supply of services is deemed to start when Acces Data is sent to the Client. Depending on the Credit Limit granted to the CLIENT, calculated based on the Initial Information, PRIME may condition the activation of Prepayment, in compliance with the Agreement. Prepayment shall not carry interest and shall be returned to the CLIENT as soon as the Credit Limit is extended, or upon the termination of the Contract or it may be used to compensate any debts of the CLIENT to PRIME, as appropriate.
- 2.2. If, to ensure the installation and provision of the Service, the CLIENT uses the Terminal Equipment, the installation thereof on the CLIENT Site shall be performed upon the conclusion of the Acceptance Sheet. In order to activate the Service, conditional upon the installation of the Terminal Equipment, the CLIENT shall allow only the PRIME Personnel access to the CLIENT Sites. The fee charged for installing the Terminal Equipment is specified in the Agreement.
- 2.3. PRIME may refuse the provision of the Service, without compensation, in justified situations, including, without limitation the cases where: (i) the Initial Information is erroneous or incomplete; (ii) the CLIENT shows a risk of Fraud; (iii) if the CLIENT intends to use the Geographical Numbers outside the Geographical Area; (iv) the CLIENT refuses the Prepayment and (v) in any other situation causing the annulment or termination of the Contract.
- 2.4. PRIME may suspend the supply of the Service in full or in part, without compensation, in objective situations, including, without limitation: (i) the data provided as Initial Information changes and is not communicated to PRIME within maximum 5 (five) days from the change; (ii) in case of exceeding the Credit Limit and in the absence of a Prepayment requested by PRIME whereby the CLIENT may cover such excess of the Credit Limit; (iv) the use of the Geographical Numbers outside the Geographical Area for which they were allocated; (v) any other situations provided for in the Contract.
- 2.5. The temporary suspension shall lead to the extension of the contractual term according to the suspension term for the Site or Sites where it occurs. The Service shall be deemed supplied as of the conclusion date of the Acceptance Sheet. If the CLIENT is absent, the Acceptance Sheet shall be deemed tacitly accepted unless a malfunction of the Service is noted within 24 (twenty-four) hours from the installation of the Terminal Equipment or of the Circuit at the CLIENT Sites.
- 2.6. In case of reconnection of the Service that was suspended for reasons ascribable to the CLIENT, it has the obligation to pay the Connection Fee in the amount provided for in the Agreement. The payment of the amounts owed by the CLIENT to PRIME is a condition precedent for the reconnection of the Service for the CLIENT.
- 2.7. The reconnection of the Services shall be performed by PRIME within maximum 24 (twenty-four) hours from the moment the CLIENT fulfils its obligation to pay all amounts owed to PRIME, namely from the moment the bank account of PRIME is credited with these amounts.
- 2.8. To deactivate the Service at the address of one or several CLIENT Sites provided for in the Agreement and activate it at another address where a CLIENT Site is to be registered, the CLIENT shall notify its intention to PRIME at least 5 (five) days prior to the relocation date, during which period the Parties shall record the addresses of the new CLIENT Sites in an Agreement and PRIME shall ensure, as agreed on with the CLIENT, the relocation and installation of the Terminal Equipment to the new address of the CLIENT Site.
- 2.9. The services shall be suspended for the entire duration of the transfer of the Terminal Equipment from one or several CLIENT Sites, during the actual relocation and installation of the Terminal Equipment, as recorded in the Acceptance Sheet.

## **Article 3 – Quality of the Service. Procedure for settling TT and the other complaints**

- 3.1. The quality of the Service corresponds to the quality levels and the quality indicators provided for in CCS. PRIME may publish periodically on its website the quality parameters valid for the reference period mentioned in such version.
- 3.2. The quality level ensured by PRIME for the supply of the Service is regulated in each CCS. TT shall be sent to any of the contact points specified in the CCS and shall be assigned a registration number as soon as it is received by PRIME. The settlement term of a TT is of maximum 8 (eight) hours from the registration of

that TT, and the solution shall be communicated to the CLIENT together with the remedy notified in the TT, namely no later than 8 (eight) hours from the registration of the TT.

- 3.3. If the CLIENT cannot use the Service at the guaranteed availability level due to malfunctions caused exclusively by the fault of PRIME, such as malfunctions in the network/system of PRIME, whose remedy rests exclusively with PRIME, the CLIENT is entitled to a compensation agreed on by the parties as a discount to the Monthly Fee related to the following Invoicing Period, in compliance with the discount rates agreed on in the CCS applied according to the availability of the Service in the period when the CLIENT did not benefit from the Service at the guaranteed availability level, as compensations. The discount to the Fee shall be recorded in the invoice related to the Invoicing Period immediately following the unavailability period. Except as provided for above, PRIME shall not be liable for any damages whatsoever, attributed by the CLIENT to the unavailability of the Service.
- 3.4. Following the registration of a TT and of a request to reduce the Fee, PRIME shall analyse the TT to determine whether the cause for the unavailability of the Service was indeed due to the fault of PRIME. If following such an analysis, PRIME determines that the unavailability of the Service is due to its own fault, it shall reduce the Fee for the unavailability period. If following such analysis, PRIME determines that the unavailability of the Service is due to any causes other than its own fault, it shall inform the CLIENT of this fact and of the cause, if it was able to identify it, and it shall not grant any discount to the Fee.
- 3.5. For any complaints other than regarding the Discontinuity or Interruption of the Service, the CLIENT shall notify PRIME in writing within maximum 2 (two) days from the occurrence of the notified event. The notification shall be made in compliance with Art. 10 of CCG. PRIME shall register the complaint upon receiving it. The complaint filed by the CLIENT shall be answered within maximum 30 (thirty) days, term which, in exceptional situations and subject to previously informing the CLIENT, may be extended by another 30 (thirty) days. If following such an analysis PRIME determines that the CLIENT's complaint is grounded, it shall remedy the issue notified and, if it determines that it was due to PRIME's fault, it shall grant compensations to the CLIENT amounting to maximum 5% of the Fee related to the following Invoicing Period. The same compensation shall be granted to the CLIENT if the 30 (thirty)-day term for solving the complaint is exceeded. The solution to the complaint, including the remedies proposed by PRIME shall be communicated to the CLIENT within maximum 30 (thirty) days from receiving the complaint, unless PRIME notified in advance the CLIENT on the extension of the term, for exceptional reasons, by another term of maximum 30 days. The solution given by PRIME to the complaint is final. If the CLIENT is dissatisfied with the answer or if it did not receive an answer within the established term, the CLIENT may refer the issue to ANCOM or to the courts of law.
- 3.6. PRIME may implement traffic measurement and management measures in order to avoid the congestion of the network segments and their use at full capacity. These procedures shall not affect the quality of the Services supplied and shall be published on the Website.

#### **Article 4 – Technical Support**

- 4.1. PRIME has a NOC that may be accessed free of charge by the CLIENT to register TT and obtain technical assistance with regard to the functioning of the Service and for any other issues related to the supply of the Service. The CLIENT may access NOC only online, by accessing the Website, Help Desk section, and using the Access Details provided by PRIME on the Contract execution date.
- 4.2. The CLIENT may contact NOC at the contact details indicated in the CCS for each Service.
- 4.3. In addition, the information related to the Fees, to the maintenance and repair services may be consulted on the Website and by any other means of information/communication or it may be obtained by the CLIENT on demand, by the provision by PRIME, free of charge, of printed or electronic materials.

#### **Article 5 – Fees for the supply of the Service. Invoicing and payment terms**

- 5.1. Any changes made by PRIME to the Services fees during the performance of the Contract shall not affect and shall not apply to the CLIENT.
- 5.2. If, for the supply of the Service by PRIME, the CLIENT also benefits from Terminal Equipment, the Fees shall be specified in the Agreement and shall be included in the invoice accordingly.
- 5.3. The CLIENT represents that PRIME has informed it of the Services Fees.
- 5.4. PRIME shall issue a monthly invoice to the CLIENT, no later than the 10th (tenth) day of each month. The invoice shall include the counter value of all Services supplied during the Invoicing Period, and shall be due 10 days after its issuance.
- 5.5. The invoice shall be issued in RON and shall be sent in the form agreed to by the CLIENT in the Agreement, at the corresponding contact details.

- 5.5.1 By opting to receive the invoice electronically, the CLIENT declares that it accepts to be communicated the invoices only by e-mail, in accordance with the contact details communicated by it. The CLIENT undertakes to notify PRIME of any change in the e-mail address communicated for sending the invoices.
- 5.5.2 The CLIENT may change at any time its option regarding the communication of invoices, and shall bear the expenses generated by the dispatch, by submitting a written request in this respect, 30 (thirty) days prior to the Invoicing Period as of which it requests the change of the communication modality.
- 5.6. If the counter value of the Services is expressed in a currency other than RON, PRIME shall invoice the amount in RON at the NBR exchange rate valid on the invoice issuance date, plus VAT.
- 5.7. Failure to receive the invoice shall not exonerate the CLIENT from the obligation to pay the Fees. Since the value of the Service is provided for in the Contract, the CLIENT is aware of, and accepts it by signing this Contract, and the CLIENT may not invoke, in any situation, not knowing the amounts owed, and all elements necessary for the amounts invoiced to be deemed certain, liquid and due shall be presumed recognised. The CLIENT undertakes to pay the invoice within the term agreed on, even if it did not receive the invoice.
- 5.8. The CLIENT may contest the invoice within 10 (ten) days from its issuance date. The term referred to above is a limitation period. Upon the expiry of such period, the invoiced amount shall be deemed irrevocably accepted for payment, and the CLIENT is thus deemed to accept the fact that the amounts owed are certain, liquid and due. The contestation does not suspend the CLIENT's obligation to pay the amounts owed. PRIME shall settle the contestation in accordance with the complaint notification and settlement procedure provided for in Article 3.5 of the CCG and shall settle any negative or positive differences found in the invoice it shall issue for the following Invoicing Period. The Parties irrevocably accept that the records kept in electronic format by PRIME are the only records accepted by the Parties as representing full and conclusive evidence as regards the supply of the Service for which the invoice was issued.
- 5.9. The CLIENT was informed and is aware of any additional charges or commissions charged by third parties for the payment of the invoices owed by it and it undertakes to pay the counter value of the Services, net of any additional charges and commissions that may apply.
- 5.10. If the CLIENT does not fulfil its payment obligations in compliance with the Contract, PRIME may suspend, in full or in part, the CLIENT's access to the Services or it may terminate the Contract; throughout the entire suspension period, the Client will continue to pay the monthly fee for the services. To have the Service reconnected, the CLIENT shall have the obligation to pay the connection fee provided for in the Agreement, the payment of such amount being a condition precedent for the reconnection.
- 5.11. The Parties agree that, with the exception of the situation referred to in Art. 5.8, the invoices are accepted for payment upon their issuance, without needing to be signed or stamped by the CLIENT.
- 5.12. The payments made by the CLIENT shall be first applied on the delay penalties, and then on the Fees. PRIME shall calculate delay penalties of 0.5% per day of delay on the amount of the debt until the actual and full payment thereof. If the CLIENT concluded with PRIME several contracts for the supply of Services, PRIME may apply any payment made by the CLIENT to any due claim resulting from any of these contracts, as it deems appropriate with regard to the order and type of amount owed.
- 5.13. The Parties expressly agree that the right to recover the claims arising from the Contract or any other convention concluded between the Parties shall be prescribed within 3 (three) years from the due date.

## **Article 6 The obligations of PRIME**

- 6.1. PRIME shall provide the CLIENT with all of the information pertaining to the Services upon the execution of the Contract.
- 6.2. The obligations of PRIME to supply the Service are limited to the provisions of the Contract, unless as otherwise provided for by the Romanian laws and special requirements thereof.
- 6.3. PRIME shall not be liable for any error, defect, change, de-securitisation, of any information crossing any systems other than that of PRIME or which are caused by the networks of other carriers, by the CLIENT or by the equipment used by it.
- 6.4. The CLIENT agrees that PRIME is exonerated from any liability if the lack of access is due to the quality, availability or functioning of the services of local, national or international suppliers of Internet or electronic communication, regardless of whether the CLIENT attempts to access the Service in Romania or abroad.

- 6.5. PRIME shall carry out revision, maintenance and repair works for the PRIME communication networks so as to ensure the supply of the Service at optimum functioning parameters. The revision, maintenance and repair works of PRIME's communication networks shall be ensured at its own expense, unless such works are attributable to the CLIENT, in which case it has the obligation to bear the cost of the works. The revision, maintenance and repair works may cause Service Interruption or Discontinuity periods and shall not lead to Fee discounts.
- 6.6. If the repair works are necessary for the Terminal Equipment, and their malfunction was not due to reasons ascribable to the CLIENT, PRIME will perform the works at its own cost and shall conclude the Acceptance Sheet.
- 6.7. If the repair works are necessary for the Terminal Equipment, and their malfunction was due to reasons ascribable to the CLIENT or to third parties, PRIME will perform the repair works at the full and exclusive cost of the CLIENT and shall conclude the Acceptance Sheet and an estimate specifying the counter value of the repair works performed which shall be included in the following invoice.
- 6.8. If the repair works are necessary for the CLIENT's equipment, PRIME shall not perform repair works and is not liable for remedying such malfunctions, the CLIENT being solely responsible for ensuring their operation and repair. The CLIENT is not exonerated from paying for the Service for the periods when its equipment is not operational.
- 6.9. The costs for the maintenance and repair of the CLIENT's equipment shall be borne by the CLIENT.
- 6.10. PRIME is not liable for the alteration of the data transmitted outside its own data communication system. PRIME shall not be liable for any errors, network failure, for the alteration and/or security of the information crossing other systems or owed to malfunctions of third party networks, as appropriate.
- 6.11. PRIME does not ensure and does not guarantee the Services' appropriateness, or commercial efficiency for a particular purpose. PRIME is not liable for incidents such as: loss of information, delay in sending, failure to send or erroneous sending which could be caused by situations or conditions generated by various operators during the transmission. Also, PRIME is exonerated from any liability regarding any direct or indirect, foreseeable or unforeseeable damages, prejudice or unobtained benefits incurred by the CLIENT following the failure or improper functioning of the Service.
- 6.12. Prime does not have access to the data stored in cloud, when Prime IaaS service has been contracted. The entire responsibility for the applications installed, for the stored data and for the underlying rights of the data subject belongs to the Client. Implementing IT security solutions to protect the data in cloud is the Client's obligation. The Client will evaluate and assign the resources it considers compatible with the desired level of security, as well as accompanying solutions ( granular access to the Client's employees'/representatives' data so that a supplementary protection stage is ensured, data encryption etc.), to the purpose of protection of its' own business. IaaS in itself is a cloud model that implies securing and managing by the Client of its' operating systems, applications and content.

**Article 7 – Rights and obligations of the CLIENT**

- 7.1. The CLIENT is solely liable for the information sent through PRIME network.
- 7.2. The CLIENT may use the Services, in its capacity as end-user, for its own needs and/or for the supply to third parties, for resale, for business purposes or for profit. The resale of the Service by the CLIENT to third parties may only be performed based on a corresponding contract concluded in this respect.
- 7.3. The CLIENT shall update the Initial Information as soon as any relevant changes occur, particularly with regard to the name/designation, domicile/registered office address, IC/ID. These changes shall be binding against PRIME as of their communication in compliance with Art. 13 of CCG, together with copies of the supporting documents (if applicable). Otherwise, PRIME shall not assume liability for the accuracy of the data communicated by the CLIENT in the Initial Information or in the updated Information, or for the CLIENT's failure to update it. The notifications or invoices sent to the address communicated by the CLIENT in the Initial Information or in the updated Information shall be deemed validly served in the absence of a notification sent in compliance with this article.
- 7.4. The CLIENT shall be fully liable for the use of the Service, regardless of the actual user thereof, covering the costs of any uses, including Fraudulent Calls made by unauthorised third parties who used the Access Details.
- 7.5. The CLIENT undertakes to pay all amounts owed under the Contract in compliance with the terms established herein. This obligation is essential, absolute and unconditional and shall not be affected by any situation of any kind, such as any compensation or mutual claims, defence or right of the CLIENT against PRIME.



- 7.6. The CLIENT expressly declares that it understands that PRIME is the only entity entitled to execute installation, maintenance, repair works and any other interventions on the communication networks it operates, to maintain them within the functioning parameters and that the duration of these works performed by PRIME shall not be considered as Service down time leading to the application of any discount to the Fees or generating any other right of the CLIENT to any other compensation.
- 7.7. The CLIENT undertakes to allow PRIME to verify the condition of the Terminal Equipment whenever it is requested access and thus not to limit the access of the PRIME Personnel in the CLIENT Sites.
- 7.8. The CLIENT undertakes to confirm that the Terminal Equipment is in its possession, at the request of PRIME, within maximum 5 (five) days from the first request in this respect.
- 7.9. The CLIENT undertakes to return to PRIME all Terminal Equipment both at PRIME's request, and on the termination of this Contract based on a Delivery-Receipt Protocol. If the CLIENT fails to fulfil/improperly fulfils its obligation to return the Terminal Equipment, it shall owe to PRIME penalties of 1% of the value of the Terminal Equipment provided for in the Acceptance Sheet for each Day of delay. In case of a delay in the obligation to return the equipment in excess of 30 (thirty) Days the CLIENT shall owe to PRIME the full value of the Terminal Equipment, as specified in the Acceptance Sheet.
- 7.10. The CLIENT undertakes to pay in full and on time any amounts owed.
- 7.11. In case of the CLIENT's failure to pay on time the invoices issued by PRIME under the Contract or under any other contract concluded between the CLIENT and PRIME, PRIME may suspend the Service immediately, without a prior notice or right of compensation for the CLIENT, until the payment of all debts of the CLIENT to PRIME. Throughout this entire suspension period, the Client will continue to pay the monthly fee for the services. If the payment delay is more than 20 (twenty) Days, PRIME may terminate the Contract, without having the obligation to pay any damages to the CLIENT, without fulfilling any prior formality and without the intervention of the courts of law. The CLIENT shall have the obligation to pay the counter value of the due and unpaid invoices and the related penalties, plus the counter value of the prejudice caused to PRIME, to be calculated by multiplying the number of months remaining until the expiry of the current Contractual Term by the Monthly Fee for each Service, as fair compensation to PRIME for the prejudice caused by the CLIENT. If the CLIENT used Terminal Equipment, it shall also have the obligation to pay the uninstallation fee.
- 7.12. The CLIENT undertakes to allow PRIME access to its terminals and equipment in order to verify the compliance by the CLIENT with its contractual obligations. The unjustified refusal to grant PRIME access to the CLIENT's terminals and equipment shall be construed as a tacit admission by the CLIENT of the breach of its contractual obligations. Any change of the location of the terminal equipment for which a location-independent number has been assigned to the client must be notified to Prime 3 days before its operation, considering that when moving the equipment the service becomes technically unavailable, the client being therefore unable to access the unique national system for emergency calls (SNUAU).
- 7.13. When calling the unique national emergency number 112 from the assigned non-geographical number, the CUSTOMER undertakes to communicate to the operator of the address from which the call is initiated.
- 7.14. When Prime Security service is contracted, the license transmitted to the CUSTOMER is without sublease, non-exclusive and non-transferable. The CUSTOMER will not be entitled to:
  - (i) publish, copy (other than permitted backup), rent, lease or otherwise transfer the software;
  - (ii) *to use the software as a server software, or for commercial hosting, or to make the software available for simultaneous use by multiple users on a network, or to install the software on a server and to allow users to access it from a distance;*
  - (iii) to restore the source program, to disassemble the software product or modules, components or functionalities thereof, or to take steps in this regard.

**Article 8 – Contractual Term and Termination**

- 8.1. The Contract is concluded for an initial 1 (one) year term (initial minimum term), unless another minimum term is expressly specified in the Agreement, starting from the Contract signing date and shall be automatically extended for successive equal periods, under the same conditions, unless either Party communicates to the other, by registered letter, its intention to terminate the Contract, subject to a prior notice of at least 60 (sixty) Days before the expiry of the initial or extended term.
- 8.2. The Contract may be terminated in the following situations:
  - 8.2.1 By unilateral termination by the CLIENT. The CLIENT shall send PRIME a written notice by registered letter with acknowledgment of receipt and shall grant a 60 (sixty) days prior notice. The CLIENT's right to unilaterally terminate the Contract, exercised during the minimum term specified in the Agreement, shall be deemed by the Parties as untimely termination causing

prejudices to PRIME and entitles it to fair compensation, in which respect the CLIENT shall pay to PRIME an amount equal to the Service Fee multiplied by the number of months remaining to be executed for each Number and/or CLIENT Site and/or Circuit contracted, until the expiry of the Contractual Term, plus the uninstallation fee of EUR 10 for each Terminal Equipment. Resellers of the contracted services will pay this compensation even if the termination occurs during the extended contractual period. The CLIENT declares it was informed, it agrees with and undertakes to pay, not more than 5 (five) days prior to the expiry of the prior notice term related to the unilateral termination, all amounts mentioned above as fair compensation. The fair compensation owed by the CLIENT shall not affect its obligations to pay all the other amounts owed under the Contract and resulting from the performance hereof until the termination of the Contract as provided by this article.

- 8.2.2 By unilateral termination by PRIME with a 120 days prior notice.
  - 8.2.3. As of full right, if ANCOM withdraws or suspends PRIME's right to supply network or electronic communication services under the general authorisation regime, as of the withdrawal or suspension date of such right. In this case, PRIME shall not owe any compensation to the CLIENT for the termination of the Contract.
  - 8.2.4. By the Parties' mutual agreement, expressed in writing.
  - 8.2.5. By termination for default, by either Party, if any of the Parties fails to fulfil its contractual obligations, fulfils them improperly or with delay, in compliance with the procedure provided for in this paragraph. The prejudiced Party shall notify to the defaulting Party the obligation whose non-fulfilment, improper or delayed fulfilment may lead to the termination of the Contract and shall grant a cure term of 15 (fifteen) Days from the receipt of the notice. The termination shall not become effective if the Party in default remedies the notified situation within the cure term. However, if upon the expiry of the cure term, the Party in default has not fulfilled its obligation, the prejudiced Party shall deem the Contract terminated as of full right on the cure term expiry date.
  - 8.2.6. Upon the expiry of the prior notice period regulated by clause 8.1. of this article.
  - 8.2.7. In cases of force majeure, regulated by Art. 9.3, or under the conditions provided for the unilateral amendment of the Contract by PRIME regulated by Art. 14, in case of Fraud, as regulated by Art. 16, or in case of porting the Geographical Number.
- 8.3. Except for the situation provided for at article 8.2.2, the CLIENT shall pay for the Services supplied, the charges and Fees owed prior to the termination of the Contract, the uninstallation charges, any costs related to the Terminal Equipment, including any other amount stipulated in this Contract.

#### **Article 9 – Force Majeure**

- 9.1. Force majeure ( established as being an event absolutely unforeseeable and unavoidable, occurring after the entry into force of the Contract, preventing either Party from fulfilling its obligations) and Fortuitous Case ( an unforeseeable event that could not be avoided or prevented ) are called exonerating situations. Either of the two exonerates from liability the Party invoking them in accordance with law.
- 9.2. The Party invoking the exonerating situation shall inform the other Party of its occurrence, within maximum 48 (forty-eight) hours and shall communicate the confirmation issued by the Chamber of Commerce and Industry to this regard, within maximum 5 (five) days from the occurrence of the event.
- 9.3. If the confirmed duration of the event exceeds 10 (ten) days, the Parties shall meet to decide on the conditions to continue or terminate the Contract. If, within 90 Days from its occurrence, the event does not cease, either Party may notify in writing to the other Party the termination of the Contract without having the right to claim damages for such a termination, except for the obligations already due on the date of occurrence of the event.
- 9.4. The exoneration from liability shall only operate during the existence of the event and only with regard to the obligations arising during the event. The Parties cannot invoke an exonerating situations for the failure to fulfil their payment obligations.

#### **Article 10 – Notifications**

- 10.1. All communications, notifications or other requests in connection with this Contract shall be prepared in writing and shall be sent to the contact details below (i) personally, under a registration number, or (ii) by courier, with acknowledgement of receipt, or (iii) by registered letter with acknowledgement of receipt or (iv) by e-mail in the conditions specified below. Verbal communications shall be disregarded.

For PRIME:  
Address:

Fax:  
For the attention of:  
E-mail:

For the CLIENT  
Address:  
Fax:  
For the attention of:  
E-mail:

- 10.2. If either Party changes any of the contact details indicated herein, it shall communicate the new contact details to the other Party by a notification, the change of contact details becoming binding upon the other Party within 5 (five) Days from the receipt of the notification, sent as specified in this article.
- 10.3. Communications shall be deemed received: (i) upon the date of their receipt, if delivered personally or by courier, in accordance with the receipt signature; (ii) on the date specified on the acknowledgement of receipt, if sent by registered letter with acknowledgement of receipt; (iii) upon the issuance of the receipt confirmation by the recipient fax, if they are sent by fax, provided that, whenever the notifications sent by fax or e-mail are sent after 17:00 hours on a business day, the dispatch shall be deemed made at 9:00 of the following business day; (iv) when the recipient of an e-mail notification answers to the sender, expressly confirming the receipt thereof; for the avoidance of doubt, an automatic read receipt issued by the mail CLIENT software shall not be deemed as proof of communication.

### **Article 11 – Confidentiality. Personal Data**

- 11.1. The Parties shall keep confidential, and shall not disclose to third parties the Confidential Information obtained from either of them during the performance of the Contract.
- 11.2. The Parties shall keep the confidentiality of all documents regarding the fulfilment of the Contract, regardless of the nature thereof and regardless of the media on which they are stored.
- 11.3. Any disclosure shall be made only with the prior written consent of the Party providing the Confidential Information.
- 11.4. If either Party breaches its obligation to keep the confidentiality, breach which is acknowledged by court decision, it shall have the obligation to pay damages to cover the prejudice caused to the other Party.
- 11.5. By signing this Contract, both parties agree to the processing each of them conducts upon the personal data that they own or transmit to each other, for the purpose to fulfil the obligations assumed in the Contract. Processed data consists in: first and last name, the e-mail address, telephone number, position within the company etc., strictly for the purpose of contract management and execution.
- 11.6. The parties guarantee the quality of employee / legal or conventional representative of the owners of the email addresses and telephone numbers indicated in the contract, otherwise they will compensate each other for any damages suffered as a result of the breach of this obligation and of the legislation regarding the protection of European data. Parties expressly agree that damage includes fines imposed under EU Regulation No 679 of April 27, 2016 (General Data Protection Regulation or "GDPR") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data or any act regulating the treatment of such data. The data processing activities shall be performed by PRIME or by its attorneys in compliance with all the principles provided by the Regulation. The parties shall in each case ensure that access to the processed personal data is strictly limited to those employees or other persons who must know and / or access the data, in order to fulfill the obligations assumed by the contract, and guarantee that all these persons are held by the same confidentiality agreements / contracts or legal obligations regarding the preservation of confidentiality as the parties to the contract.
- 11.7. If the CLIENT does not agree to have its personal data processed for one or more of the purposes specified in this paragraph, it shall exercise its right of opposition in writing by submitting a request to the email address provided in art 10. In this case, as well as in situations where the status of employee / representative or legal representative ceases, the parties undertake to make available new data for the purpose of conducting correspondence between the parties. In the situation in which it considers that his / her rights regarding the protection of personal data have been or may be violated, the data subject can address the responsible authority, ANSPDCP.
- 11.8. Throughout the duration of the contract, the parties will ensure that confidentiality agreements are in place, both with the employees who are authorized to access the data and with those who do not have access to it. At the date of termination of the contract for any reason, the parties undertake to return their personal data that were the object of the contract or in whose possession they entered in the course of the contract, to remove them from any medium, unless it justifies a legitimate interest for their preservation, which will prevail over the data holder's interest. In the latter case, however, the party will ensure that the data is stored in a format that does not allow unauthorized access (such as pseudonymization, encryption, granular data access schemes, etc.).
- 11.9. In the event the operation of the service by the CLIENT requires the processing of personal data to which the General Data Protection Regulation ("GDPR") applies in a country that does not provide adequate data protection safeguards, then the CLIENT and its app providers will put in place an adequate data transfer

mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Prime shall not be responsible for any disclosure, modification, or deletion of any data resulting from access by such app providers. App providers do not operate as sub-processors to Prime, as that term is defined in the GDPR. Prime is not liable for and does not warrant or support any such third-party apps. Similarly, Prime cannot guarantee the continued availability of such third-party apps, and may block access to such third-party apps without entitling the CLIENT to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to provision its product or service at a level that is acceptable to Prime.

## **Article 12 – Assignment of the Contract**

- 12.1. The CLIENT may not assign or novate the rights and obligations established in this Contract without the prior written consent of PRIME, on penalty of annulment of the assignment, novation, etc. The Assignment shall operate, and the assignor CLIENT shall be released from its liability before PRIME, only after PRIME concludes the assignment contract and only if all debts of the CLIENT are paid to date and the future CLIENT meets, in its turn, the conditions imposed by PRIME.
- 12.2 PRIME may assign in full or in part its rights and obligations to a third party, without requesting the CLIENT's consent, and without the CLIENT being entitled to compensations, of any kind, so long as the assignment does not change the CLIENT's rights arising from the Contract.

## **Article 13 – Dispute settlement**

- 13.1. The Parties agree that any disagreement with regard to the fulfilment of the Contract shall be settled amicably. Any disputes of any kind arising from the conclusion, performance, interpretation, execution, breach and termination of the Contract or any other aspect related to this Contract or in connection herewith, which cannot be settled amicably by the Parties shall be settled by ANCOM or by the competent courts of law having jurisdiction at the offices of PRIME.

## **Article 14 – Contract Amendment**

- 14.1. PRIME may unilaterally amend the provisions of this Contract, including the Fees, provided that it previously notifies the CLIENT by a written notice sent in compliance with Article 10 of CCG. If the CLIENT does not agree to these amendments, it may unilaterally terminate the Contract, by notifying PRIME in this respect, in clear terms, by registered letter with acknowledgement of receipt, received by PRIME before the expiry of a 30 (thirty)-Day term calculated from the date PRIME notified the amendments to the CLIENT. The termination of the Contract by unilateral termination at the CLIENT's initiative shall produce effects upon the expiry of the 30 (thirty)-Day term from the initial notification sent by PRIME regarding the proposed amendments.
- 14.2. Failure by the CLIENT to send or by PRIME to receive the notification whereby the CLIENT expresses its disagreement to the contract amendments communicated by PRIME and communicates its decision to unilaterally terminate the Contract within the 30 (thirty)-Day term from the date PRIME informed the CLIENT of the amendments to the Contract shall render the notification ineffective, and all amendments shall be deemed tacitly accepted by the CLIENT and shall form an integral part of the Contract, starting from the expiry of the 30 (thirty)-Day term, unless the initial notification from PRIME provides for a longer term. The unilateral termination of the Contract or its amendment shall not affect in any way the obligations already due between the Parties, preceding the termination or, respectively, the amendment of the Contract.
- 14.3. If the technical specifications of the PRIME Service, such as, without limitation: bandwidth upgrade, new site, etc. or the CLIENT Sites or the Service features are amended by the Parties' mutual consent, the Parties shall sign an Agreement specifying the amendments.
- 14.4. Without prejudice to Arts. 14.1-14.3, the Parties agree that any amendment or supplementation of the Contractual provisions shall be made in writing, by mutual consent, except for the situations provided for in Article 14.2, when the absence of a termination notice from the CLIENT is deemed an acceptance of the new conditions. The amendments to the Contract constitute an integral part hereof and shall enter into force upon their execution by both Parties or on a subsequent date expressly specified or upon the expiry of the term for receiving the answer from the CLIENT.
- 14.5. Any legislative change (including, without limitation, ANCOM decisions, laws, orders, rules, etc.) related to the de jure amendment of any provision of this Contract shall be deemed as amending de jure those clauses, without requiring the written consent of the Parties or sending any notification in order for the changes to become effective.
- 14.6. Any amendment occurred during the minimum contractual term, as specified in the Agreement, at the CLIENT's initiative, regarding the Service features involving (i) the reduction of the monthly Fee specified in Section I and/or (ii) the reduction of the number of CLIENT Sites without redirecting the Service to other CLIENT Sites, is subject to the provisions of Art. 8.2.1. For example, the amendments regulated by this clause may refer to: reduction of the bandwidth, for the Prime INTERNET Service, reduction of the

amount of contracted units for the Prime TEL Service or the reduction of the number of contracted Circuits, for the Prime VPN Service.

#### **Article 15 Clauses specific to Distance Contracts/ Outside business premises Contracts**

- 15.1. The commencement date of the Distance Contract / Outside business premises Contract is (i) the date when PRIME received the Contract signed by the CLIENT on a durable medium (e-mail, fax, post, or courier) when the provision of the Service does not require the installation of a Terminal Equipment, (ii) if the provision of the Service requires the installation of Terminal Equipment, the Commencement Date shall be the signing date of the Acceptance Sheet.
- 15.2. The end-user CLIENT benefits from a 14 (fourteen)-Day period to withdraw from the Contract without requiring to justify its decision and without bearing any other costs. The 14-day term provided in this clause shall be calculated, as applicable, as of the date when PRIME received the Contract signed by the CLIENT on a durable medium, for the case referred to in Art. 15.1(i) or as of the signing date of the Acceptance Sheet, for the situation referred to in Art. 15.1(ii).
- 15.3. The withdrawal right may be exercised in writing, by submitting a request to Prime email address indicated at art 10. The burden of proof for the exercise of the right of withdrawal, in compliance with this article, rests with the CLIENT.
- 15.4. The effects of the termination of the Distance Contract/ Outside business premises Contract are restoring the Parties in their previous condition, as prior to signing the Contract, unless Terminal Equipment was installed, regardless of whether or not the Acceptance Sheet was signed by the CLIENT as well, in which case, the CLIENT shall bear the cost of installing and uninstalling the equipment, including the travel expenses incurred by PRIME employees to the CLIENT Sites. The CLIENT has the obligation to return the Terminal Equipment in the same condition as when it received it. If the Terminal Equipment was used, PRIME may charge compensations established on a case by case basis, depending on the integrity, degree of use and/or damage to the Terminal Equipment, which shall not exceed its value. PRIME shall return to the CLIENT any Prepayments or other amounts paid for the performance of the Distance Contract/ Outside business premises Contract.
- 15.5. The provisions of article 15 are applicable only to final customers, not to resellers of the contracted services.

#### **Article 16 – Fraud**

- 16.1. The Services are intended for the use of the CLIENT as end user, for its own needs and/or for business use. Fraud may be determined regardless of whether profit was actually obtained. The Services forming the object of this Contract may be intended for intermediation or resale to third parties, suppliers or end users and/or for equipment testing; any use of the Services that is contrary to the legal provisions is deemed a Fraud and is prohibited.
- 16.2. In case of prohibited uses, in compliance with this clause, regardless of whether the Fraud is perpetrated from or towards the CLIENT's port, which pose a risk for the functioning of the PRIME network, PRIME may suspend the supply of the Services until the inappropriate use ceases. PRIME undertakes to notify to the CLIENT the suspension of the Service, and the CLIENT agrees that PRIME shall decide when the Fraud poses a risk for the PRIME network. At the express request of the CLIENT, communicated in compliance with Art. 13 of the Contract, PRIME shall communicate the reasons of its decision to suspend the Service.
- 16.3. The CLIENT undertakes not to initiate calls or use the data through automatic systems for any purposes that are contrary to the use of the Services for its own needs. Any use of the Services for any purposes other than making and receiving calls, video calls, direct data transfers between end users is prohibited. The CLIENT shall take all necessary security measures to prevent such situations, and shall make sure that no actions are carried out that may prejudice it, PRIME or any third parties.
- 16.4. The breach by the CLIENT of any of the obligations provided for in this article shall be construed as fraud, a breach of the good practices in the field and shall incur de jure its individual liability for all the Services contracts and for the entire duration of the use, regardless of the Service for which the Fraud was determined.
- 16.5. As of the date when the Fraud was determined, PRIME may (1) unilaterally withdraw any benefit granted to the CLIENT and/or (2) suspend or restrict any and all Services or (3) terminate all Services contracts, also charging compensations representing the amount of the prejudice, for each Service, amount which may be withheld by PRIME from the Prepayment or from the counter value of any other amounts paid by the CLIENT in advance under the Contract or any other agreement between the Parties.

#### **Article 17 – Clauses on occupational health and safety**

- 17.1 The accidents occurred by the fault of PRIME affecting it (its own personnel), on the territory of the CLIENT shall be reported and registered by PRIME.
- 17.2 The accidents occurred by the fault of the CLIENT responsible for managing and/or organising the activity that led to the occurrence of the accident, affecting the personnel of PRIME shall be reported and registered by the CLIENT.
- 17.3 In case of an event involving employees of both the CLIENT and of PRIME, the investigation shall be carried out by a commission formed of representatives of both parties.
- 17.4 Work accidents occurring in other situations than those provided for above shall be reported according to law, by the Territorial Labour Inspectorate.

**Article 18 Final provisions**

- 18.1. The law applicable to this Contract is Romanian law.
- 18.2. For the unitary application of the legal relationships between the Parties, if the CLIENT has several Contracts concluded, the provisions of the most recently concluded contract shall apply. This Contract represents the entire agreement between the Parties with regard to its object and supersedes any other previous statements/agreements, regardless of whether they are made in writing or verbally, between the Parties prior to its execution. The Parties fully understood the contents of the Contract overall and of each separate provision.
- 18.3. Any failure or delay by either Party to exercise, at any time, any of its rights or privileges arising from the Contract, or to exercise any option or remedy available to it shall not be construed as a waiver of such mention or means.
- 18.4. The rights and obligations of the Parties arising from this Contract shall pass on to their, or, as the case may be, their affiliates' universal successors, successors under universal title or successors under particular title, unless as otherwise provided for in this Contract.
- 18.5. If any of the contractual provisions is declared null or void, the Parties shall adapt its contents so as to become valid and enforceable, but this shall not affect the other contractual provisions, which shall continue in full force and effect.
- 18.6. The undersigned, by representative/The undersigned [.....], as CLIENT, hereby declare that I have been informed of the contents of this Contract, and by signing it I fully agree to this provisions.

The following contractual provisions represent, according to the Parties' understanding and for the purpose of Art. 1203 of the Civil Code, unusual clauses: Art. 2.8, Art. 2.9, Art. 6, Art. 5.8, 5.13, Art. 8.2.2, Art. 13, Art. 14, Art. 15 and Art. 16. By signing this Contract, the CLIENT gives its full consent with regard to the contents of the clauses referred to above and their effects.

The CCG and CCS valid and applicable on the Contract signing date are published and subsequently, if applicable, archived by PRIME on the Website, and may be consulted, accessed and printed by the CLIENT at any time and stand as proof of the legal relationship between the Parties.

Also, the Parties declare that this Contract was presented, negotiated clause by clause and agreed on prior to being signed.

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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 General Contractual Clauses in two counterparts.

**PRIME**

**CLIENT**

Prime \_\_\_\_\_

Client \_\_\_\_\_