
GENERAL TERMS
for the PROVISION of TELECOMMUNICATION SERVICES
by “NetIX Communications” JSC
Effective from 9th of March, 2022

I. SCOPE AND DEFINITIONS

Art.1. These General Terms govern the relations between NetIX Communications JSC, with its headquarters and business address at 20a Andrey Saharov Blvd., Unified Identification Code: 206585939, hereinafter referred to as NetIX, and the Clients, regarding the provision of telecommunication services by NetIX. These General Terms are binding upon NetIX and the Client, their duration is unlimited and their effect continues as long as NetIX provides services to the Client based on accepted Service Order Forms. NetIX and the Client are each a ‘Party’ and collectively the ‘Parties’.

Art.2. The contract (Contract) between NetIX and the Client comprises of the complete set of a Service Order Form for the provision of telecommunication services accepted in accordance with these General Terms, Description of the Service (for each type of service), a Service Level Agreement, if applicable, and these General Terms.

Art.3. In case of any discrepancies, the following documents shall apply in order of decreasing priority:

- a) Service Order Form (SOF);
- b) Service Level Agreement;
- c) Descriptions of the Services;
- d) The present General Terms.

Art.4. For the purposes of these General Terms:

4.1. ‘Service’ or ‘Services’ shall mean the telecommunication Services provided by NetIX and included in a Service Order Form;

4.2. ‘Description of the Service’ is a document containing description of one or more Services from the NetIX portfolio together with the definition of their commercial and technical parameters. Client may order one or more of these Services by including them in a SOF. For avoidance of any doubt, only the Services specified in a signed SOF are to be provided;

4.3. ‘Commercial Parameters of the Service’ – include the price, activation term, provisioning term, fixed term or automatic renewal, as well as, the other commercial parameters as defined in the corresponding Description of the Service. The Commercial Parameters are subject to negotiation between the Client and NetIX and shall be reflected in the SOF;

4.4. ‘Technical Parameters of the Service’ – include elements of the Service technical implementation specific for each case. The Technical Parameters are defined in the Description of the Service document. A change in the Technical Parameters of a

particular Service does not affect the commercial conditions or the use of the Service by the Client. The Technical Parameters are not part of the SOF;

4.5. 'Service Level Agreement' (SLA) - describes the Service quality guarantees and maintenance conditions, including liquidated damages in case of deviation from the guaranteed availability;

4.6. 'Service Activation Date' shall mean the date on which NetIX begins the effective provision of a new Service to the Client or the effective date of a change in an already activated Service.

4.7. 'Service Activation Period' shall mean the period within which NetIX undertakes to activate a particular Service. It is specified in the SOF and starts running from the execution date of the SOF;

4.8. 'Acceptance Protocol' shall mean the protocol signed upon successful completion of the tests and the acceptance of the Services provided by NetIX on the part of the Client;

4.9. 'Service Period' shall mean the period specified in the Service Order Form for each particular service, during which NetIX undertakes to provide the service agreed upon with the accepted SOF. This period shall commence as of the Service Activation Date;

4.10. 'Billing Period' - shall mean the period of time on which basis the service is charged (monthly, annually, etc). The Billing Period shall be indicated in the SOF;

4.11. '(The) Network' shall mean one or more electronic communication networks used for the provision of the Services;

4.12. 'Node' shall mean a telecommunications equipment part of the NetIX network to which physical ports the Client is connected and receives the Services.

Art.5. Types of Services provided by NetIX via the Network

5.1. According to the period for the provision of the services:

- a) 'fixed term services' - the provision of these services is terminated with the expiry of their Service Period.
- b) 'services with automatic renewal' - the provision of these services continues after the expiry of their Service Period as described in 24.3. .

5.2. According to the payment terms Services are divided into such, paid before the start of the billing period (prepaid), paid in the billing period and paid after the billing period (post-paid).

5.3. According to the billing type the Services can be provided on a subscription basis or on actual usage basis. In case of subscription Services, the billing is based on the period during which the Client has access to the Service, regardless whether the Service is used. In case of Services billed based on actual usage, the Client gains access to the service and can use it on demand and billing is based on the actual use of the Service.

5.4. According to the recurrence of the Services, they are divided into one-time Services and recurring Services.

Art.6. Service Order Form (SOF)

6.1. Any SOF concluded between NetIX and the Client shall be considered valid as of the date of its signing by both parties.

6.2. The SOF shall contain the identification information of both NetIX and the Client, contact persons, list of ordered Services, fees, Commercial Parameters of the Services, Service Activation Period, Service Period, etc.

6.3. By signing the SOF the Parties agree on:

6.3.1. The provision of one or more new Services, included in the section 'New and Amended Services';

6.3.2. Changes in existing Services. These Services are also included in the section 'New and Amended Services';

6.3.3. The termination of the Services, where the termination is executed by mutual consent of the parties. These Services are included in the "Services for Termination" section of the SOF;

6.3.4. The SOF may also contain a list of all services already provided by NetIX to the Client at the time of signing the SOF, whereby such services shall be listed in a separate section.

6.4. NetIX may provide Services free of charge for a limited period of time (zero fee in the SOF) even when the Service Order Form is not signed by the Client.

Art.7. Service Activation. Acceptance Protocol

7.1. The service activation shall be verified by an acceptance test. The duration and conditions of the acceptance test are specified in the Description of the Services.

7.2. The acceptance test is considered successful if the results correspond to the conditions specified in the Description of the Services.

7.3. NetIX shall start the provision of the Services after the successful completion of the acceptance test. This date is considered the Service Activation Date.

7.4. On the Activation Date, an Acceptance Protocol is signed certifying that the definition of the Service availability according to the Description of the Services is met. The Acceptance Protocol shall be signed by authorized representatives of the parties and constitutes an integral part of the Contract. Authorized representatives of the parties shall be considered their employees as well as other persons who may be reasonably assumed as able to verify the activation of the Services.

7.5. In case the Acceptance Protocol is not signed and no objections have been raised within 5 days of the Activation Date concerning the Service quality, the Acceptance Test is deemed successful.

7.6. Any reasonable Client's objections shall be taken into account, the agreed changes shall be introduced and a new Acceptance Test shall be conducted.

II. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Art.8. NetIX is entitled:

8.1. to receive from the Client the fees in the amounts and pursuant to the payment terms, specified in the SOF;

8.2. to provide appropriate instructions to the Client for the proper use of the Services;

8.3. to suspend temporarily the Services provision during planned preventive maintenance of the Network or in case the Client breaches any obligations under art.12.5.

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8.4. to modify the Technical Parameters and configurations of the Services provided that the Commercial Parameters of the Services are not changed and that the modifications are introduced only during the scheduled preventive maintenance;

Art.9. NetIX is obliged:

9.1. to provide the Services with a guaranteed quality and service level in accordance with the Service Level Agreement (where applicable) and the Description of the Services;

9.2. in cases of scheduled preventive maintenance which may lead to the interruption or degraded quality of the services, to notify the Client in accordance with the terms provided for in the Contract.

Art.10. Responsibility of NetIX

10.1. NetIX is responsible for the provision of the Services between the service termination points.

Art.11. The Client has the right:

11.1. to receive the Services with parameters and quality pursuant to the terms of the Contract;

11.2. to request and receive information regarding the use of the Services provided by NetIX;

Art.12. The Client is obliged:

12.1. to pay in time and in full the amounts due, determined in the SOFs.

12.2. to notify NetIX of any problems related to the use of the Services;

12.3. to fully assist NetIX in the provision and troubleshooting of the Services, as well as to provide the NetIX's representatives access to the Client's termination points for the Service provision;

12.4. to refrain from any changes to the equipment provided by NetIX and to refrain from connecting to it any devices which are not explicitly approved by NetIX;

12.5. to refrain from:

12.5.1. disturbing the normal functioning, security or integrity of NetIX's Network or Services,

12.5.2. disturbing or obstruct the usage of NetIX's Services by its Clients,

12.5.3. damaging in any way the reputation of NetIX and

12.5.4. use of the Services in a way that may lead to liability for NetIX.

Art.13. The Client's inability to use the Services, due to reasons which NetIX is not responsible for, does not relieve the Client from the obligation to pay the agreed remuneration.

III. FORCE MAJEURE

Art.14. Neither party shall be liable for its delay of performance or its failure to perform

hereunder, due to force majeure circumstances, including but not limited to acts of God, fire, flood or other catastrophes, of government acts, national emergencies, insurrections, wars, acts of terrorism. Force majeure circumstances shall be considered any and all acts of third parties beyond NetIX's control which have led to inability of NetIX to provide the Services.

14.1. For the duration of the force majeure circumstances the execution of the obligations of the affected Party and the respective counter obligations of the other Party shall be temporarily suspended. The suspension of the obligations in this case shall not apply with respect to late payments due before the occurrence of the force majeure circumstance.

14.2. The affected Party is obliged to immediately notify in writing the other Party of the circumstances and restrictions imposed by it. In case of breach of this obligation an indemnification for the damages occurred shall be due.

14.3. Should the suspension period due to force majeure circumstance exceed 30 days, each Party may terminate the affected Service by written notice with acknowledgment of receipt to the other Party without indemnity. Any such termination does not relieve the Client from any payments due before termination.

IV. PRICES. TERMS OF PAYMENT

Art.15. For the services provided, the Client shall pay to NetIX a remuneration, as follows:

15.1. With respect to the one-time services:

- a) a fixed price for the service provided (one time fee);

15.2. With respect to the recurring services on a subscription basis:

- a) a non-recurring fee for activation/modification (installation fee);
- b) a recurring subscription price (subscription fee);

15.3. With respect to the services, billed on actual usage:

- a) a usage fee;

15.4. Other fees specified in the SOF.

Art.16. Upon successful activation of the Service, but no later than 5 days after the duly signing of the Acceptance Protocol or immediately after the expiration of the term under Art.7.5. , the Client shall pay NetIX the initial amount for each Service, including:

- a) a non-recurring fee for the activation/modification (installation fee);
- b) Subscription fee/fees as follows: i) for recurring Services paid before the beginning of the Billing Period, a first subscription fee, calculated according to Art.20. and a second subscription fee or ii) for recurring Services paid in the Billing Period, a first subscription fee, calculated according to Art.20. ;
- c) other fees (if any).

Art.17. The Client shall pay the agreed fees till the particular dates specified in the SOF.

Art.18. NetIX shall send to Client invoices in electronic form by e-mail.

Art.19. Recurring services shall be charged from the Activation date to the Termination date.

Art.20. A subscription fee in proportion to the time during which a recurring Service has been provided shall be due for the first and the last Billing Period of its provision.

Art.21. The fees for Services provided shall be paid by bank transfer to the NetIX's bank account specified in the SOF.

21.1. All fees unless otherwise indicated, are VAT excluded. Not receiving an invoice does not relieve the Client from the obligation to pay the fees on time.

21.2. Upon payment by bank transfer, the payment shall be considered effected on the date of receipt of the amounts in the NetIX' account.

21.3. All commissions, fees and other expenses of the Client's bank and intermediary banks in connection with the bank transfer shall be borne by Client.

V. DEFAULT

Art.22. Default by NetIX

22.1. In cases of deviation from the guaranteed Service availability, the Client may request, and NetIX shall be obliged to pay liquidated damages. The exact amount and the method of calculation of the liquidated damages are defined in the Service Level Agreement.

22.2. The total amount of the liquidated damages for a certain period, during which the availability of a Service is calculated, may not exceed the fee for that Service for the same period.

22.3. Recovery requests for the liquidation damages under the preceding article shall be submitted by the Client to NetIX in writing within 30 days after the end of the Billing Period during which the Service availability is below the guaranteed level in the SLA. Upon reasonable claims, NetIX shall issue credit notes.

22.4. NetIX shall not be obliged to pay the liquidated damages in cases where the deviation from the service availability time is due to force majeure, reasons beyond the termination points for the Service provision, or preventive maintenance carried out by NetIX according to the Contract.

Art.23. Default by the Client. Temporary Sanctions

23.1. In case of delayed payment, NetIX is entitled to receive liquidated damages amounting to 0.5 % of the outstanding receivables for each day of delay, until full payment.

23.2. In case of delayed payment and following a 10-day prior written notice, NetIX may suspend the provision of the Service. This does not deprive NetIX of the right to terminate the Contract entirely or partially in respect of the Service for which the Client has not paid the amounts due. In this case the Client shall pay a penalty in the amount of the recurrent fees for the Service provision for the suspension period. The Service provision shall be restored after the Client pays all amounts due under the SOF, including the liquidated damages.

VI. TERMINATION

Art.24. The Services shall be terminated as follows:

24.1. Each Service may be terminated by mutual consent of the parties expressed in

written form;

24.2. The provision Services with of fixed end, they shall be ceased at the expiry of the Service Period;

24.3. Services with automatic renewal, the provision of these Services shall continue after the expiry of their Service Period for unlimited number of subsequent periods, where each of them is equal to the Billing Period for the respective Service. Partial or full termination of the Contract after its automatic renewal shall be made after a written notification has been given by one of the Parties, not less than 1 month. If the Billing period is less than 1 month, the notice of termination is equal to the respective Billing period.

Art.25. Termination by the Client in case of delayed activation

25.1. In case of Service activation delay the Client may partially cancel the Contract in relation to a particular Service by giving a written notice to NetIX granting an additional 30-day period for the activation of the Service. If the service is not activated in the 30-day period provided, the Contract shall be considered terminated in respect of this Service.

Art.26. Termination by NetIX

26.1. If the Client fails to pay the initial amount for a particular Service in time, NetIX is entitled to terminate the Contract in respect of this Service by giving a written notice to the Client, by which grants additional 15 day period for the payment of the initial amount. With the expiry of this period the Contract shall be considered terminated in relation to this Service and NetIX shall cease its provision, unless the outstanding amount is fully paid to NetIX together with the liquidated damages due in the meantime.

26.2. In case of delayed payment exceeding 30 days, NetIX is entitled to terminate the Contract partially in respect to the Service for which the delayed payment relates by giving a written notice to the Client which provides an additional payment term. With the expiration of the additional payment term NetIX shall cease service provision unless the Client has paid all due sums including liquidated damages in the meantime.

26.3. NetIX may terminate the contract immediately, if the Client does not remedy any breach of Art. 12.5 above;

26.4. Beyond the above situations, NetIX is entitled to terminate the Contract fully or partially (in relation to a particular service) upon Client's non-compliance with any other obligation.

Art.27. Liquidated damages upon termination due to Client's breach

Upon the full or partial termination of the Contract due to Client's breach, the Client shall owe NetIX liquidated damages in the amount of the remaining subscription fees for the terminated Services until the expiration of their Service Period.

Art.28. Early termination of a fixed term contract by the Client

In case of full or partial termination of a fixed term contract by the Client, the latter shall indemnify NetIX with the amount of all fees due for the terminated services until the end of the contract term.

VII. LIMITATION OF LIABILITY

Art.29. Neither party shall be liable for any indirect, incidental or consequential loss or

damages, including lost revenues or profits. Either party's liability in contract, tort, or otherwise, including any liability for negligence whatsoever arising out of or in connection with the performance of its obligations hereunder but excluding liability attributable to either party's gross negligence or wilful misconduct, shall be limited to direct damages.

Art.30. NetIX liability to the Client to provide services in accordance with the relevant service level shall be limited to the amount payable to Client by way of liquidated damages as set out in the SLA except in cases of gross negligence or wilful misconduct.

Art.31. In case the Client uses NetIX Audio-video distribution services, NetIX shall not bear the responsibility for the acquisition, payment and or in any other way securing the intellectual property of the content being distributed.

Art.32. The Client shall have the sole editorial liability for the content of its service (for example television and radio – programs). The Client service may not consist of any content that the Client is not entitled to broadcast according to applicable legislation, including but not limited to restrictions on advertising, home-shopping, lottery, betting, games and tele-marketing. Furthermore, the Client shall have the sole liability in terms of the intellectual property rights (copyrights and related rights) of the content of its service according to applicable legislation. Applicable legislation shall mean any present or future laws, regulations, directives or conventions made by any competent authority in any country that may exercise jurisdiction over the activities covered by this Contract to the extent that such laws or regulations are applicable at the relevant time.

Art.33. The Client shall be liable for, and indemnify NetIX against, all claims by third parties in relation to its service, the transmitted programs, to program rights, program licenses, copyright and other intellectual property rights and authorizations related to the transmission of the client service

Art.34. The Client shall ensure that during the term of this Contract all rights, licenses and authorizations required by the applicable law are obtained.

VIII. OTHER TERMS AND CONDITIONS

Art.35. No rights or licenses are granted by the Contract with respect to software. NetIX does not grant and the Client does not acquire copyrights and/or any other intellectual property rights relating to the Services provided by NetIX to the Client.

Art.36. The Client hereby grants to NetIX a free and non-exclusive license to use its company name and/or trade mark as follows: i.) as part of NetIX presentation and advertising materials; ii) in clients lists published at company's website where NetIX clients and partners are enumerated.

Art.37. While the Contract is in force and for a period of 1 year following its termination each Party shall be obliged not to reveal to third parties and shall keep in confidence facts, information, decisions and data in relation to the commercial activity of the other party, marked as confidential or which may reasonably be deemed to be confidential. Each Party shall ensure that its employees and sub-contractors shall comply with the same confidentiality restrictions as the ones stipulated herein. Commercial parameters and conditions of the Contract are confidential information.

Art.38. Addresses and means of correspondence between the Parties shall be agreed in the Service Order Form.

38.1. If either Party changes its address indicated in the Service Order Form, it shall notify the other Party in writing within 5 days. In the event that the Party fails to fulfill its notification obligation, all messages sent to the known address shall be considered duly sent and received.

Art.39. The Parties represent that in case any of the clauses in the Contract is found to be invalid, this shall not affect the validity of any other clauses, which shall remain in force and effect as if the Contract has been executed with the invalid clause thereof eliminated, and in accordance with the true intention of the Parties.

Art.40. This Contract shall be governed and construed in accordance with the Austrian law. In the event a dispute arises between the Parties, out of or relating to this Contract, then the parties will attempt in good faith to resolve any such dispute promptly through negotiations between the respective Chief Executive Officers of both parties. Parties shall proceed, as follows:

40.1. Either party has the right to send a written notification to the other party of its intention to initiate an amicable dispute resolution of the dispute;

40.2. In 5 business days of the receipt of the above notification parties shall designate a venue for a meeting which shall take place not later than 10 business days from the receipt of the notification;

40.3. Both parties CEO's together with their respective legal counsels and other experts as the case may be shall try to amicably resolve the dispute by mutual agreement;

40.4. All disputes or claims arising out of or in connection with this contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules.

By and on behalf of NetIX Communications JSC:

By and on behalf of the Client: