Special Conditions of Services of Orange Slovensko, a.s. for Framework Agreements

Article 1
Introductory Provisions, Validity, and Effectiveness of SCS

1.1 Orange Slovensko, a.s., with its registered office: Metodova 8, 821 08 Bratislava, Company ID No.: 35 697 270, registered with the Business Register of the Municipal Coourt Bratislava III, Section Sa, Insert No. 1142/B (hereinafter referred to as "**Orange**" or the "**Company**"), is a company authorised to provide electronic communication networks and electronic communication services in the assigned frequency bands under the valid and effective Act No. 452/2021 Coll. on electronic communication (hereinafter referred to as the "**Act**") and within the scope of the general authorisations and the individual authorisations issued by the Regulatory Authority for Electronic Communications and Postal Services of the Slovak Republic (hereinafter referred to as the "Authorisations").

1.2 Orange issues these Special conditions of services under the Framework Contract and one or more of product annexes thereto (hereinafter referred to as "**Annex 1 – S - product**") to the Subscriber or to multiple Subscribers, when providing these Services on the basis of individual contracts on the provision of publicly available services, concluded pursuant to Section 84 et seq. of the Act (hereinafter referred to as the "**Contract**" or "**Contracts**") subsumed under the Framework Contract (hereinafter referred to as the "**Special Conditions of Services of Orange Slovensko, a.s. for Framework Agreements**" or the "SCS"). The subject matter of the SCS is the arrangement of other terms and conditions of the services provided by Orange under the Framework Contract. If a contracting party to the Framework Contract comprises multiple Subscribers, should the term "Subscriber" be hereinafter in these SCS used in the singular form, the provisions of this document and in particular the Subscriber's other rights and obligations arising out of this document shall apply to all Subscribers which are parties to the Framework Contract and its annexes, even if only the singular form of this term is used.

These SCS and the content thereof form an integral part of the Framework Contract; however, in the event of discrepancies, the relevant provisions of the Framework Contract shall take precedence over the provisions of the SCS, unless otherwise agreed in the Framework Contract.

Article 2
Definitions

2.1 "**Micro-Enterprise**" is an enterprise which employs less than ten persons in an employment relationship or a similar relationship and whose annual turnover or annual balance sheet total is maximum one million euros; when determining the number of employees, annual turnover and annual balance sheet total, a procedure pursuant to a special regulation shall be followed.

2.2 "**Small Enterprise**" is an enterprise which employs less than twenty persons in an employment relationship or a similar relationship and whose annual turnover or annual balance sheet total is maximum two million euros; when determining the number of employees, annual turnover and annual balance sheet total, a procedure pursuant to a special regulation shall be followed.

2.3 "**Non-Profit Organisation**" is a legal entity established by law, which provides services of general interest under the conditions that are predetermined and equal to all users, and whose profit may not be used for the benefit of its founders, members of bodies or its employees, but must be used in its entirety for the provision of services of general interest.

2.4 "**Framework Contract on the Provision of Services/Framework Contract on the Provision of Services for Multiple Subscribers**" or "**Framework Contract**" or "**FC**" is an agreement between Orange and one or multiple Subscribers on the conditions of the provision of the Voice and/or Data virtual private network Services and the combinations thereof, agreement on the technical conditions allowing their use, and/or an agreement on the conditions for the provision of benefits and discounts on prices of Services and/or subscription plan/tariffs or other types of services including the service of fixed Internet connection provided by Orange, under an individual or several Contracts.

2.5 "**Annex 1 – S – product" or "Annex 1**" sets out, in particular, the basic terms and conditions of the Service, including the Period of Service, the consequences of failure to comply with the parameters and conditions of the Service, price of the Service, and the discounts on list prices for the services, as well as the general rights and obligations of the contracting parties.

2.6 "**Annex 2 – S – technical**" or "**Annex 2**" sets out the technical conditions of the Service provided pursuant to the Annex 1, including the connection method, transmission capacities, description of technologies, functionalities and qualitative parameters of the Service and the conditions of lease of end equipment (including the price conditions), if necessary for the Service provided.

2.7 "**Price Lists**" are the price lists of Orange, published on the website www.orange.sk. Orange reserves the right to determine the conditions upon which the sub-

scriber is entitled to the activation of services under individual Price Lists, pursuant to Orange's commercial policy. The Price Lists collectively form an integral part of the Framework Contract.

2.8 "**Period of Service**" is the period during which the Service agreed upon pursuant to the relevant Annex 1 – S – product is provided. The agreed Period of Service specified in clause 1.2 of Annex 1 – S – product shall also be the period of provision of other services activated upon agreement between Orange and the Subscriber in accordance with the Annex 1 – S – product.

2.9 "**Anti-Corruption policy and CSR Rules**" has the meaning given in Article 7 of these SCS.

2.10 "**Subject of confidentiality**" has the meaning given in Article 5 (5) of the Framework Contract or in Article 5 (6) of the Framework Contract on the Provision of Services for Multiple Subscribers.

2.11 "**Direct marketing**" means for the purposes of the Framework Contract as well as individual Contracts any and all forms of presentation of products or services in written or oral form, sent or presented through a publicly available service, directly to one or more subscribers or users.

2.12 "**Complaint Rules of Orange**" means the complaint rules of Orange published on Orange's website www.orange.sk.

2.13 "**Total minimum revenue**", "**Volume discount**", "**Discount expiration date**", "**Overall maximum volume discount**", "**MP**" and "**Discount amendment on MP**", "**MP with discount**", "**Financial tiers for the provision of discount**" and "**Discount expiration date**" have the meaning as set out in Annex 1.

2.14 "**Regular subscription plan**" has the meaning given in these SCS.

2.15 "**Services**" are voice, data and other services and the combination thereof provided to the Subscriber pursuant to the concluded Annex 1 – S – product, which regulates individual commercial and technical conditions and solutions that allow the use of services, conditions of the provision of benefits and the discounts on prices of the services, and/or subscription plans, or from other voice and/or data services or other types of services provided by Orange during the Period of Service, pursuant to the conditions agreed between Orange and one or multiple Subscribers in the Framework Contract and its Annexes as well as the price lists to which these Annexes refer in these SCS and to the extent of individual Contracts as well as in the General terms and conditions for the provision of public electronic communication services through the public mobile network of Orange, or General terms and conditions for the provision of public electronic communication services for data transmission using a leased telecommunications circuit or other general terms and conditions issued by orange for the provision of service on the grounds of the concluded Annex 1 – S – product. The services under the Framework Contract shall apply to an individual SIM card of the Subscriber included under the Service. If the Subscriber's device does not use a SIM card but has assigned a telephone number using the Voice over IP technology, the provision of the Service pursuant to the conditions of the Framework Contract shall also apply to such Subscriber's telephone number (as the number assigned to the Subscriber's subscription unit/point of interconnection), while all the provisions of these SCS, the Framework Contract and its Annexes applicable to the Subscriber's SIM card shall also apply mutatis mutandis to the Voice over IP technical solution.

2.16 "**Voice Virtual Private Network**" (hereinafter referred to as the "**VVPN Service**" or "**VVPN**") is a specific Service that allows the provision of homogeneous technical, technological environment, and advantageous price level for calls. The VVPN Service forms a closed group of end telecommunication equipment, using the electronic communication services of Orange provided through public telephony networks of Orange, and through SIM cards of Orange, registered to the Subscriber or to multiple individual Subscribers as parties to a single Framework Contract as well as the Subscriber's branches, i.e. stations connected to the private branch exchange integrated to the VVPN. The VVPN Service is not provided via SIM cards through which individual Subscribers use the PRIMA pre-paid electronic communication service. With regard to the provision of the VVPN Service, additional public electronic communication services may be provided to the Subscriber, which are provided on the grounds of the Framework Contract and relevant Contracts concluded in compliance with the Act, while the General conditions for the provision of public electronic communication services through the public mobile network of Orange shall apply mutatis mutandis to the provision of services under the Contracts. The VVPN Service may be provided with a technical solution or without a technical solution, while the specific solution of provision of the VVPN Service is agreed between the Subscriber and Orange in the Annex 1 – VVPN – product and the Annex 2 – VVPN – technical to the Framework Contract; the Subscriber may choose from the following options: (i) VVPN with PBX Service (ii) VVPN with IP PBX Service (iii) VVPN with VPBX Service. A combination between the VVPN Service and the Each other for free in the company service and the Each other for free in the company Plus service is not possible and the Subscriber is entitled to use only one of the mentioned services during one Period of Service.

2.17 "**PBX or IP PBX connection**" means for the purposes of the branch exchange PBX and IP PBX the aggregate of technical and network resources ensuring the transmission of voice and data from the

Subscriber's private telephone network to Orange's electronic communication network. The connection enables the Subscriber to carry out direct calls from its private telephone network to Orange's electronic communication network and enables the performance of the VVPN Service with the incorporation of PBX or IP PBX connection and the international connection from the fixed network. Technical precondition of PBX or IP PBX connection is the conclusion of the contract on the provision of publicly available services between Orange and the Subscriber which operates a PBX or IP PBX, the subject of which is an assignment of a phone number for the purpose of connection of such PBX or IP PBX.

2.18 "**VPBX connection**" means for the purposes of the Virtual exchange (VPBX) the aggregate of technical and network resources ensuring the transmission of voice and data from the Subscriber's private telephone network to Orange's electronic communication networks. The connection (i) allows the Subscriber to carry out direct calls from its private telephone network to Orange's electronic communication networks, (ii) enables the performance and use of Voice Virtual Private Network Service with the incorporation of Virtual exchange (iii) enables carrying out the transmission of voice and data from the Virtual exchange to the Subscriber's private telephone network, as well as to Orange's electronic communication network (iv) enables carrying out an international connection from a fixed network.

2.19 "**VVPN with digital branch exchange PBX**" (hereinafter referred to as the "VVPN with PBX Service") is a Service provided via Orange's public telephone network and Orange's SIM cards, registered to the Subscriber and Subscriber's branches, i.e. the stations connected to the Subscriber's digital private branch exchange (hereinafter the "PBX") incorporated into the VVPN.

2.20 "**VVPN with IP branch exchange**" (hereinafter referred to as the "VVPN with IP PBX Service") is a Service provided via Orange's public telephone networks and through Orange's SIM cards, registered to the Subscriber and Subscriber's branches, i.e. the stations connected to the Subscriber's IP private branch exchange (hereinafter the "IP PBX") incorporated into the VVPN.

2.21 "**VVPN with Virtual exchange**" (hereinafter referred to as the "**VVPN with VPBX Service**") is a Service provided via Orange's public telephone networks and through Orange's SIM cards, registered to the Subscriber and Subscriber's specific terminal telecommunication equipment using the Voice over IP technology, without the necessity of using a SIM card (hereinafter also referred to as the "**VoIP equipment**"), connected to Orange's Virtual exchange. Data transmission and calls from and to the Virtual exchange may be performed either in the form of a data transmission service or in the form of a public telephony service, whereby the above shall be subject to one of the two legal regimes set out below, depending on whether Orange's infrastructure of public telephony network or Orange's infrastructure of public data network or the infrastructure of data network from another provider (third-party connection) are mainly used for the data transmission and calls. If Orange's infrastructure of public telephone network is mainly used for the data transfer and calls (the provision of service is of a public mobile telephone service nature), then for the provision of such service, the provisions of the General terms and conditions for the provision of public electronic communication services through the public mobile network of Orange (hereinafter referred to as "**Voice GTC**" or "**GTC**") as well as the provisions of the Price Lists, to which these provisions refer, shall apply. If Orange's infrastructure of data network or a data network from another provider (third-party connection) is mainly used for the data transfer and calls, while the provision of the service is mainly of a data transfer nature, then for the provision of such service, the provisions of the General conditions for the provision of public electronic communication services for data transmission using a leased telecommunications circuit (hereinafter referred to as the "**Data GTC**") as well as the provision of the Price Lists, to which the Data GTC refer, shall apply. The boundary of Orange's public data network infrastructure is the interface at the point of interconnection of the cable leading from Orange's Virtual exchange to the router, which performs the transformation of the voice signal into data (packets) packet transmitted by VoIP technology (boundary point A) on one side, and the standard voice router interface transforming data packets transmitted by VoIP into a modulated voice signal at the Subscriber's point of interconnection with Orange's public telephone network (boundary point B) on the other side. Between these two boundary points, the service of data transmission and calls is provided.

2.22 "**CN**" is a number assigned to the Subscriber by Orange as a general identifier under which the Subscriber or a specific part thereof is recorded in Orange's systems. A Subscriber usually has one CN; however, for reasons accepted by Orange, Orange may assign more than one CN to a single Subscriber. A CN also represents the Subscriber's variable number.

2.23 "**Each other for free in the company Service**" (hereinafter referred to as the "**EOFC Service**") is an electronic voice communication service, which enables, between individual phone numbers within one customer number (CN), to carry out (i) calls to subscriber numbers to Orange's mobile and fixed network in the Slovak Republic, and (ii) sending of SMS and MMS messages to subscriber numbers to Orange's mobile and fixed network in the Slovak Republic, without the need for the Subscriber to pay special charges for these calls and/or SMS/MMS messages. Such discounted calling and sending SMS/MMS messages shall not apply to calls and SMS/MMS messages sent

from SIM cards, nor to calls and SMS/MMS messages sent to those SIM cards that do not have the EOFC Service activated. Other kinds of calls, SMS/MMS messages and data transmission (if these services are provided on the relevant SIM card) shall be charged pursuant to the relevant provisions of the price list of services applicable to the subscription plan/tariff which is activated on the SIM card in question.

2.24 "**Each other for free in the company Plus Service"** (hereinafter referred to as the "**EOFC Plus Service**") is a voice service, the subject matter of which is the provision of the EOFC Service, but between several CNs of individual Subscribers, on condition that the EOFC Service will be activated on these CNs, which are to be included under the EOFC Plus Service.

2.25 "**Connection establishment date**" has the meaning given in the Annex 2 – S – technical.

2.26 "**IP SEC tunnel**" (hereinafter referred to as the "**tunnel**" or "**IP SEC tunnel**") is a virtual communication line, established, operated and provided by Orange, which enables the Subscriber to use a type of data electronic communication service in a manner that protects the data transmitted in the tunnel by encrypting it in the tunnel and authenticating the end device that initiates the data transmission in the tunnel. The tunnel is bounded by two pieces of telecommunication equipment (hereinafter referred to as the "**terminal router**" or the "**CPE**") which are in the ownership of Orange.

2.27 "**Configuration**" is an establishment of such technical prerequisites according to Orange's instructions, which will result is the establishment of the tunnel and the possibility of using it together with the relevant electronic communication services. Configuration also includes modification and configuration of software on the devices through which the IP SEC tunnel is routed or on which the IP SEC tunnel is terminated.

2.28 "**Point of interconnection**" means the terminal point in the public telephone network operated by Orange, in which the Subscriber's private telephone network is connected to Orange's public telephone network and through which calls may be transferred from one network to the other network. The Point of interconnection is the point of interface between these two networks.

2.29 "**Summary invoice for services**" is an additional service to the VVPN, which shall be activated upon Subscriber's request, unless the individual Annex 1 stipulates otherwise. Within the VVPN, the Subscriber has the option to receive only one invoice for all services provided for the Subscriber by Orange under the Framework Contract and relevant Contracts. Such additional service is solely for the purposes of the Framework Contract referred to as the "Summary invoice for services", with the understanding that it is not the summary invoice under the applicable act on value added tax. If the term "summary invoice" is used in these SCS, the Framework Contract and its annexes, for the purposes of these SCS, the Framework Contract and its annexes, it is not a "summary invoice" within the meaning of Act No. 222/2004 Coll. on Value Added Tax, as amended.

2.30 "**Fixed Internet connection Service**" (hereinafter referred to as the "**FIC Service**") is an electronic communication service consisting of the data transmission on the basis of TCP/IP protocols between the terminal point of service and global Internet network through the Company's network. The subject of the FIC Service is the establishment and provision of connection of the Subscriber's Terminal point or multiple points and the subsequent provision of the data transmission public electronic communication service by Orange to the Subscriber, to the extent of technical qualitative parameters set out in the technical annex, which is concluded in relation to the provision of the FIC Service. The subject matter of the FIC Service may also be other performance of duties as well as the lease of the terminal communication equipment, if individually agreed upon in the Annex 1 under which the FIC Service is provided.

2.31 "**Company's network**" is, for the purposes of FIC Service provision, an electronic communication network operated by Orange which includes the national network with the terminal points allocated in Orange's business premises and possible access circuits which connect the terminal points of the service allocated at Subscriber's business premises with the terminal points of the national network. The Company shall be entitled to arrange the establishment and/or lease of an access circuit from another company on its own behalf. Company's network co-creates the Internet through peering with the networks of other companies, allowing data to be transferred between networks connected to the Internet.

2.32 "**Terminal point of the FIC Service**" is, for the purposes of provision of the FIC Service, the terminal point of Company's network within which the Service is provided to a subscriber. Such point consists of a physical interface with functional, mechanical, electrical and protocol characteristics that enable the connection of the subscriber's telecommunication equipment (for the purposes of this definition, the subscriber's telecommunication equipment includes the equipment provided to the subscriber under this Contract as well as the subscriber's equipment under the Company's management) to the Company's network. The allocation and characteristics of the terminal point or multiple terminal points of the FIC Service are defined in the Annex 2 – S – technical, which shall be concluded in conjunction with the provision of the FIC Service.

2.33 "**Billing period**" is the billing period which Orange assigns to each Subscriber, commencing on the date of when the Services were first provided and ending upon the expiry of the Subscriber's assigned billing period. The length of the billing period shall not exceed

thirty-one consecutive calendar days. The billing period assigned to the Subscriber by Orange shall be valid during the whole Period of Service, unless Orange unilaterally determines otherwise. Upon the expiry of the billing period assigned to the Subscriber (if Orange performs the billing during the billing period, the provisions of this clause shall apply mutatis mutandis also to this billing which is made at a time other than after the end of the billing period), Orange shall issue a billing document or invoice if the obligation to issue an invoice arises under the applicable legal regulations (the billing document and the invoice are hereinafter jointly referred to as the "**billing document**"), upon which Orange will charge the prices of the Services provided during the billing period, including the amounts paid by Subscriber as a security deposit or advance payment for the price of the Services provided. At any time during the billing period, instead of the periodic billing of the prices of the Services provided after the end of billing period, Orange shall be entitled to bill a part of- or the entire price for the Service or other services provided to or requested by the Subscriber, or bill as an advance payment the price of the Service or other services provided to or requested by Subscriber, at any time during the billing period.

2.34 "**Managed WiFi Service**" is a service that consists of providing a radio interface for connecting end devices that support the service within the scope specified in Annex 2 – Managed WiFi – technical. The Managed WiFi Service is provided on the Subscriber's network and can only be used if the Subscriber also purchases another Service from Orange (FICFIC Service, DVPN Service).

2.35 "**Data Virtual Private Network Service**" (hereinafter referred to as the "**DVPN Service**") is an electronic communications service consisting of data transmission using a leased circuit within the Data Virtual Private Network by the Company to the Subscriber. The subject of the DVPN Service is the establishment and provision of a connection between the terminal telecommunications equipment operated by the Subscriber and the public electronic communications network operated by the Company, and the subsequent provision of a public electronic communications service consisting of the transmission of information and data between the terminal telecommunications equipment operated by the Subscriber within the scope, technical and quality parameters specified in the technical annex, which is concluded in connection with the provision of the DVPN Service. The method, locations, points, and capacity of connecting the Subscriber's communication devices to the company's communication network, as well as other technical aspects of the DVPN Service provided by the company, are agreed upon in Annex 1 – DVPN – product. The subject of the DVPN Service may also include other services, as well as the lease of terminal telecommunications equipment, if specifically agreed in Annex 1 – DVPN – product, under which the DVPN Service is provided.

2.36 "**Bulk SMS/MMS Service**" is an electronic communications service for sending and receiving bulk short text messages (hereinafter referred to as "**SMS**") via a public electronic communications network or Orange's public electronic communications networks using various technical solutions.

2.37 "**GAP server**" is technical equipment (HW and SW) on the part of Orange, which is used to provide the Bulk SMS/MMS Service.

2.38 "**GAP client**" is technical equipment (HW and SW) on the Subscriber's side that is used to communicate with the GAP server.

2.39 "**SMS**" is a service enabling the sending and receiving of short text messages on the Orange network, or a short text message.

2.40 "**MMS**" is a service enabling the sending and receiving of messages with image, sound, text, or audiovisual content, or a multimedia message.

Article 3
Conditions for the Provision of Specific Services

3.1. VVPN Service, VVPN with VPBX Service, VVPN with IP PBX Service and VVPN with PBX Service

3.1.1 The conditions for provision of the VVPN Service, VVPN with VPBX Service, VVPN with IP PBX Service or VVPN with PBX Service agreed upon in Annex 1 – VVPN – product shall apply to the Contract or multiple Contracts of the Subscriber (or Subscribers, if a party to the Framework Contract and Annex 1 – VVPN – product comprises multiple Subscribers) on the provision of the publicly available services and/or data services for which other services have been activated or will be activated at a later date during the effective period of the Annex 1 – VVPN – product for individual SIM card and/or for the phone numbers assigned to the subscription unit, which are part of the solution for the provision of the VVPN Service, VVPN with VPBX Service, VVPN with IP PBX Service or VVPN with PBX Service pursuant to the Annex 1 – VVPN – product by Orange upon agreement of the contracting parties and that upon the assignation of one or multiple variable symbols to the Subscriber; the contracting parties have agreed that a written form shall not be required for the validity of such an agreement. The Annex 1 – VVPN – product is concluded for a definite period, which is the Period of Service referred to in clause 1.2 of the Annex 1 – VVPN – product without the possibility of its early unilateral termination, unless expressly provided otherwise in the Framework Contract.

3.1.2 Orange undertakes to provide the VVPN with VPBX Service, VVPN with IP PBX Service or VVPN with PBX Service provided that the following conditions and obligations on the part of the Subscriber or Subscribers, if a party to the Framework Contract and Annex 1 – VVPN – product comprises multiple Subscribers, are complied with:

a) The Subscriber shall enable Orange to establish the connection. For this purpose, during the whole Period of Service, the Subscriber shall have concluded a specific Annex 2 – VVPN – technical to the FC, which allows the provision of the VVPN Service to the extent of the Annex 1 – VVPN – product together with the connection to VPBX, IP PBX or PBX, depending on the Annex 2 – VVPN – technical concluded. The Subscriber shall also provide Orange with all required assistance, in particular enable Orange or Orange's appointed supplier access to those premises and facilities to which it has ownership or other rights of use and in which the technical equipment necessary for the provision of the VVPN with VPBX Service, VVPN with IP PBX Service or VVPN with PBX Service will be located. The Subscriber shall also provide Orange with all necessary assistance in other cases, when such assistance is required for the establishment or provision of the VVPN with VPBX, IP PBX or PBX Service.

b) If the Subscriber is in delay with the fulfilment of obligations and with the provision of required assistance to Orange as set out in clause 3.1.2.1 above, Orange shall be entitled to postpone the Date of establishment of the connection and the commencement of the VVPN with VPBX Service, VVPN with IP PBX Service or VVPN with PBX Service pursuant to Section 1.2. of Annex 1 – VVPN – product by the time during which the Subscriber is in delay and without this being deemed to be a breach of any obligations of Orange under the FC. The entitlement of Orange referred to in the preceding sentence shall arise mutatis mutandis in other cases of delay with the provision of assistance by the Subscriber.

c) The contracting parties have agreed that the technical precondition for the connection is the registration and activation of all SIM cards registered to the Subscriber and/or phone numbers assigned to the subscription unit, which are part of the solution for the provision of the VVPN with VPBX Service, IP PBX or PBX pursuant to the Annex 1 – VVPN – product. In order to enable the use of the VVPN with VPBX, IP PBX or PBX Service pursuant to Annex 1 – VVPN – product, the Subscriber undertakes to have activated and use on each of its fixed line the services of some of the plans pursuant to the price list of plans set out in clause 4.2 of Annex 1 – VVPN – product, during the entire Period of Service. During the entire Period of Service, the Subscriber shall have activated one of the packages of the VVPN Service Basic or Premium set out in clause 2.1.2 of the Annex 1 – VVPN – product on each phone number assigned to the VVPN with VPBX, IP PBX or PBX Service, unless explicitly provided in the price list that this obligation does not apply to a particular telephone number.

d) The contracting parties have agreed that the technical precondition relating exclusively to the PBX Connection or IP PBX Connection shall be the conclusion of the Contracts (i.e. the contract on the provision of publicly available service) by the Subscriber who operates the PBX or IP PBX, the subject matter of which is the assignation of the phone number to the connection of such a PBX or IP PBX. The contracting parties have agreed that notwithstanding anything contained in this contract, Orange shall not issue a SIM card for this connection, as the interface through which the Service with PBX or IP PBX is provided is not a SIM card but the interface of the PBX Connection or IP PBX Connection itself. At the same time, the moment of commencement of the provision of services through a given connection shall not occur before the establishment of the PBX or IP PBX Connection.

3.1.3 Upon fulfilment of conditions set out in clauses 3.1.2.1 to 3.1.2.4, Orange shall perform any and all acts necessary for the provision of Stage I. and shall provide Stage I. for all SIM cards registered to the Subscriber and/or for the phone numbers assigned to the subscription unit and which are the part of the solution for the provision of the VVPN with PBX or IP PBX Service according to the concluded Annex 1 – VVPN – product as of the first day of the billing period following the billing period in which Annex 1 – VVPN – product entered into force. If the Annex 1 – VVPN – product entered into force less than five (5) business days prior to the end of the relevant billing period, Orange shall provide Stage I. as of the first day of the second consecutive billing period.

3.1.4 No later than until the Date of establishment of connection pursuant to Annex 2 – VVPN – technical, Orange shall commence a test operation/testing of Stage II. After the end of the test operation/testing in accordance with the preceding clauses and putting the VVPN with PBX Service or VVPN with IP PBX Service (Stage I. and Stage II.) into full-time operation, the contracting parties shall draw up a written record of this fact –the Letter of acceptance, proving the functionality and operability of the VVPN with PBX Service or the VVPN with IP PBX Service. The Subscriber shall be obliged to sign the Letter of acceptance if the testing of the VVPN with PBX Service or the VVPN with IP PBX Service proved its operability. The contracting parties have agreed that upon unjustified refusal to sign the Letter of acceptance by the Subscriber, the VVPN with PBX Service or VVPN with IP PBX Service shall be deemed to be fully functional and operable with the same effects as if the Letter of acceptance had been signed.

3.1.5 The procedures according to clauses 3.1.1 to 3.1.4 of the SCS concerning the PBX shall apply to the Subscriber only to the extent where as at the effective date of the Annex 1 – VVPN – product, the Subscriber does not have an established connection or an integrated/included PBX or IP PBX exchange.

3.1.6 Upon fulfilment of the conditions set out in clauses 3.1.2.1 to 3.1.2.4, Orange shall perform any and all acts necessary for the provision of the VVPN with VPBX Service for all SIM cards registered to the Subscriber and/or for the telephone numbers assigned to the subscription unit which are part of the solution for the provision of the VVPN with VPBX Service according to the concluded Annex 1 – VVPN – product as at the first day of the billing period following the billing period in which the Annex 1 – VVPN – product entered into force. If the Annex 1 – VVPN – product entered into force less than five (5) business days before the end of such billing period, Orange shall commence the provision of the VVPN with VPBX Service as of the first day of the second following billing period.

3.1.7 The procedures according to clauses 3.1.1 to 3.1.6 of the SCS concerning the VVPN with VPBX Service shall apply to the Subscriber only to the extent in which the Subscriber does not have an established VPBX Connection or an integrated/included Virtual exchange as at the effective date of Annex 1 – VVPN – product. The execution of the VPBX Connection or integration/inclusion of the Virtual Exchange into the VVPN with VPBX Service shall be confirmed by the contracting parties by signing the Letter of acceptance. If the VVPN with VPBX Service is provided only in the form of transmission through the GSM/SIP technology, the execution of the VPBX Connection is carried out by the activation of the VVPN with VPBX Service in relation to the individual phone number on the basis of the Contract.

3.1.8 The Subscriber shall ensure that the total revenue of all services used by the Subscriber and provided by Orange on the basis of individual Contracts which are classified under Annex 1 – VVPN – product reaches in each calendar month/billing period the minimum amount set out in clause 1.3 of the table of Annex 1 – VVPN – product (hereinafter referred to as "**Total Minimum Revenue**"). The Total Minimum Revenue shall not include aliquot parts of the prices of services and the prices of services or performances rendered to the Subscriber without the exclusive and direct connection with the relevant SIM card. The exclusive and direct connection shall not apply to, in particular, payments for the development of individual technical solutions or payments not directly connected with the use of the public telephony service, or payments for third-party services (for instance, payments for parking, donations and contributions, audio-text services and other services with special tariffs, and the like).

3.1.9 The Subscribers shall ensure that the average revenue of services used by the Subscriber and provided by Orange on the basis of individual Contracts classified under Annex 1 – VVPN – product related to each individual SIM card and/or to individual phone number assigned to a subscription unit, which are part of the solution for the provision of the VVPN Service (hereinafter referred to as the "**ARPU on individual SIM card/phone number**") reaches in each calendar month/billing period the minimum amount set out in clause 1.5 of the table of Annex 1 – VVPN – product. ARPU on an individual SIM card/phone number is calculated as the product of the total revenue achieved on all SIM cards/phone numbers of the Subscriber used for the VVPN Service and the number of SIM cards/phone numbers through which the VVPN Service is provided pursuant to Annex 1 – VVPN – product. The total revenue pursuant to the preceding sentence shall not include aliquot parts of the prices of services and the prices of services or performances rendered to the Subscriber concerned without the exclusive and direct connection with the relevant SIM card and/or phone number. In particular, exclusive and direct link shall not be the case if the performance is provided through more SIM cards and/or phone numbers of the Subscriber

concerned or if the price is not exclusively linked to the use of a SIM card and/or phone numbers or in the case of the prices are for the setup of different technical solutions which may be used through multiple SIM cards (e.g. a common data package) or which cannot be used through SIM cards and/or phone numbers, or which are not directly related to the use of public telephony service or payments for third-party services (e.g. payments of parking fees, donations and contributions, audiotext services and other services with specific pricing and the like).

3.1.10 The contracting parties have agreed that if the Subscriber is in breach of its obligation to meet the ARPU on individual SIM card/phone number in the amount set out in clause 1.5 of the table of the Annex 1 – VVPN – product in each billing period during two consecutive billing periods or in aggregate in more than three billing periods during the term of the Annex 1 – VVPN – product, Orange may unilaterally activate a subscription plan with a monthly fee in the amount of ARPU on the individual SIM card/phone number agreed upon in clause 1.5 of the table of the Annex 1 – VVPN – product (hereinafter referred to as the "**Regular subscription plan**") on all SIM cards registered to the Subscriber and phone numbers assigned to the subscription unit, which are part of solution for provision of VVPN Service. If, during the emergence of Orange's entitlement to unilaterally activate the Regular subscription plan, Orange does not offer or provide a subscription plan in the given amount, Orange may activate to the Subscriber the nearest higher subscription plan to the amount of the monthly fee as a Regular subscription plan. If the Subscriber concludes with Orange an amendment to the contract for the provision of publicly available services (hereinafter referred to as the "**special offer amendment**") under which the Subscriber is obliged to use, during the period specified in this amendment (hereinafter referred to as the "**binding period**"), public telephony services provided by Orange to the Subscriber through a SIM card registered to the Subscriber's name exclusively within the framework of the subscription plans specified in this special offer amendment and each of these subscription plans has a higher monthly fee than the monthly fee for the Regular subscription plan, Orange shall also be entitled to activate for the Subscriber, on the SIM card and/or the phone number assigned to the subscription unit, through which the Subscriber is obliged to fulfil the obligation laid down in this special offer amendment, the lowest voice-only subscription plan (in terms of the monthly fee) of the subscription plans under which the Subscriber is obliged, according to the provisions of the special offer appendix, to use public telephony services provided to the Subscriber by Orange during the binding period.

3.1.11 The contracting parties are aware that upon Orange's exercise of the right to activate to the Subscriber the Regular subscription plan according to clause 3.1.10 of the SCS instead of the previously activated subscription plans on SIM cards and/or phone numbers assigned to the subscription unit, which are part of the solution for the provision of the VVPN Service, none of the Subscriber's obligations set out in clause 3.1.9 nor the obligations set out in clause 3.1.8 of the SCS shall be affected.

3.1.12 A breach of the Subscriber's obligation to ensure, in each billing period, the Total minimum revenue pursuant to Section 3.1.8 shall be deemed to be a material breach of the Framework Contract by the Subscriber with the formation of the right of Orange to withdraw from the Framework Contract if the breach of such obligation occurs in more than two consecutive billing periods or in aggregate in more than three billing periods during the term of the Annex 1 – VVPN – product to the FC.

3.1.13 A breach of the Subscriber's obligation to ensure, in each billing period, the ARPU on individual SIM card/phone number pursuant to clause 3.1.9 shall be deemed to be a material breach of the Framework Contract by the Subscriber if the breach of such obligation occurs in more than two consecutive billing periods or in aggregate in more than three billing periods during the term of the Annex 1 – VVPN – product to the FC. In such a case of material breach of the Framework Contract, Orange shall be entitled to withdraw from the Framework Contract.

3.1.14 The description of the individual services and tariffs/subscription plans together with the scope of services which are included therein as well as the rules of their use, conditions and other restrictions are specified in detail in the individual price lists in clause 4.2 of the Annex 1 – VVPN – product; the Subscriber shall be entitled to choose a tariff/subscription plan and to activate only those additional services to such tariff/subscription plan which are provided by Orange to the given tariff/subscription plan as determined by Orange according to the technical capabilities and commercial policy.

3.1.15 The discounts on prices according to paragraph 2 of the Annex 1 – VVPN – product shall apply during the whole Period of Service, commencing with the next billing period

after the effective date of the Annex 1 – VVPN – product, unless any of the provisions contained therein state otherwise. The entitlement of the Subscriber for the provision of discounts on prices of the services according to clause 2 of the Annex 1 – VVPN – product is also conditioned upon compliance with the Principles of proper use of services according to Article 4 of the SCS, with the understanding that a breach of these Principles shall result in the loss of the entitlement to discounts on prices and for the services provided, Orange may charge the Subscriber with the full prices as set out in the individual price lists in clause 4.2 of Annex 1 – VVPN – product.

3.1.16 The Subscriber shall pay the prices on the basis of invoices issued by Orange within the due date pursuant to clause 1.4 of the Annex 1 – VVPN – product. In the event of a delay, the Subscriber shall pay Orange the interest on arrears in the amount according to the applicable GTC for each day of delay until paid.

Guarantee of quality of the VVPN Service provided and consequences of non-compliance therewith

3.1.17 If the contracting parties in the individual Annex 2 – VVPN – technical to the Framework Contract individually agreed, Orange (hereinafter in the following provisions of this Article also referred to as the "**Provider**") undertakes to guarantee the Subscriber the qualitative parameters of the VVPN Service provided according to the annex concerned (hereinafter referred to as the "**SLA**"), while for the purposes of this commitment, the terms set out below shall have the following meaning:

a) "**point of interconnection**" is the terminal point of Orange's network set out in a relevant Annex 2 – technical to the Framework Contract, through which the connection to Orange's network is provided to the Subscriber. This point consists of a physical interface with functional, mechanical, electric and protocol properties that allows the Subscriber's end equipment to be connected to the provider's network.

b) "**degradation of transmission parameters outside the Provider's network**" is a state of the Subscriber's network or of the Internet from another provider, due to which the transmission of signal in the sufficient quality for proper provision of the VVPN Service in a standard quality is not possible. Degradation of transmission parameters of a network means, in particular, degradation of parameters (bandwidth, delay, jitter, packet loss) below the level declared by provider as necessary for the correct and quality provision of the VVPN Service;

c) "**coverage time**" (hereinafter also referred to as "**CT**") is a defined period during which the provider is liable for compliance with the defined SLA parameters during the reporting period. The coverage time may coincide with the reporting period, or it may form only part of the reporting period;

d) "**time to repair**" (hereinafter also referred to as "**TTR**") is a guaranteed parameter, defined as the maximum duration of a fault in this clause 3.1.18 (e);

e) "**disturbance time**" (hereinafter also referred to as "**TOUT**") is the parameter defined as the time period between TA and TF, where TA stands for the time of announcement of a fault by the Subscriber, and TF stands for the time when provider informs Subscriber about the removal of the fault, or also TOUT = TF – TA. In the event that the Subscriber's contact point is unavailable, the TF is considered to be the time of the Provider's first attempt to notify the Subscriber's contact point of the fault removal. For the calculations purposes, the TOUT is given in whole minutes;

f) "**service availability**" (hereinafter referred to as "**SA**") is a guaranteed parameter defined in this document, which quantitatively expresses the minimum percentage rate of availability of the virtual communication line between the given point of interconnection and the Provider's network during the coverage time. The Service availability is defined by the following formula:

$$SA\,[\%] = \frac{CT - \sum T_{OUT}}{CT} \cdot 100\ \%,$$

$\sum T_{OUT}$ - stands for the sum of all recorded disturbance times falling under the coverage time in the reporting period expressed in whole minutes;
CT stands for the coverage time within the reporting period expressed in whole minutes;

The resulting SA value is expressed as a percentage rounded up to two decimal places;

g) "**Internet from another provider**" is the service of Internet connection provided to the Subscriber by another telecommunication company, which is used for the setup and operation of the access circuit (third-party connection);

h) "**SLA parameters**" are all parameters expressing the level and quality of the VVPN Service provided, as set out in the Annex 2 – VVPN – technical;

i) "**fault**" stands for a condition of the VVPN Service which, as a result of a failure, prevents the Subscriber from the proper use of VVPN Service at a particular point of interconnection to the extent defined by this Article and under the technical conditions agreed to in the relevant Annex 2 to the Framework Contract. To restore a trouble-free operating state of the VVPN Service, it is necessary to perform a repair intervention or other operational measure. For the purposes of this Article, a fault shall always apply to a particular Point of Interconnection. For the purposes of this Article, a fault in additional services defined herein and a failure to perform a call to terminal equipment within the VVPN public telephony service or to terminal equipment connected in the Subscriber's network that are affected by any fault condition preventing their proper use shall not be considered to be a fault of the VVPN Service. The VVPN Service is available, if it is not in the state of fault;

j) "**Subscriber's Premises**" shall mean the space where equipment managed by the Provider is located and where the equipment is owned or held by the Subscriber on the basis of a lease, sublease or similar relationship;

k) "**access circuit**" is a functional physical or virtual telecommunications connection established by the Provider between the Provider's network equipment usually located in the technological premises of the Provider and the Subscriber's network equipment usually located in the premises of the Subscriber, on which the Point of Interconnection is placed. An access circuit means in particular:
   a. a telecommunication circuit established by the Provider,
   b. a telecommunication circuit leased by the Provider,
   c. an ADSL connection leased by the Provider from another company,
   d. an IP SEC tunnel set up under the contract on establishment and provision of an IP SEC tunnel concluded by and between the Provider and the Subscriber,

l) "**Provider's network**" is a public electronic communication network operated by the Provider, through which the VVPN Service is provided;

m) "**Subscriber's network**" is private electronic communication network operated by the Subscriber or operated by other company upon Subscriber's authorisation, which is interconnected with the Provider's network at the Point of Interconnection and which enables proper use of the VVPN Service. Subscriber's network means in particular:
   a. Subscriber's LAN network that enables connection of an end telephony stations of a hardware or software nature necessary for the proper provision of the Service,
   b. end telephony stations directly connected to the point of interconnection,
   c. Subscriber's private telephone network connected to point of interconnection,

n) "**reporting period**" is the period from the first day to the last day of a calendar month, inclusive;

o) "**Service**" is for the purposes of this Article an electronic communication service which is provided to the Subscriber by the Provider on the grounds of a relevant Annex to the Framework Contract, excluding the additional services to the VVPN Service that are defined in these SCS;

p) "**Full management of the equipment by the Provider**" (hereinafter also referred to as the "management of the equipment by the Provider") shall be the regime of management of technical equipment (e.g. a router, modem, etc.) by the Provider, within which the Subscriber shall not be entitled to perform any physical or configurational intervention on such equipment, nor to relocate it, modify its connection, restart it etc. without the Provider's prior demonstrable consent or authorisation.

3.1.18 The Provider shall be responsible for the installation, operation, maintenance and quality of all technological equipment managed by the Provider, through which the VVPN Service is provided, installed from the Point of Interconnection towards the Provider's network.

3.1.19 The Provider shall not be liable for faults and non-compliance with the SLA guaranteed parameters caused due to unforeseeable and unavoidable events known as Force Majeure. The Provider shall not be liable for faults of the VVPN Service, lower quality of the VVPN Service, undesired behaviour of the VVPN Service or non-compliance with the SLA guaranteed parameters caused by:

a) a fault, degradation of transmission parameters outside the Provider's network,

incorrect connection, unprofessional intervention or incorrect setup of network parameters, which incurred outside the Provider's network or outside the equipment in full management by the Provider;

b) a fault, degradation of transmission parameters outside the Provider's network, incorrect connection, unprofessional intervention or incorrect setup of parameters, which incurred in the Subscriber's network;

c) a fault, degradation of transmission parameters outside the Provider's network, incorrect connection, unprofessional intervention or incorrect setup of parameters, which incurred within the Internet from another provider;

d) undesired or incorrect setup of the VVPN Service by the Subscriber via web interface for the Service management or in a different manner, for which the Subscriber is responsible;

e) the interruption of power supply to the Provider's equipment located in the Subscriber's premises, except where the Provider ensures its own power supply;

f) incorrect or unauthorised manipulation with the Provider's equipment by the Subscriber;

g) not allowing Provider's employees or Provider's authorised workers to access Provider's equipment installed on the Subscriber's premises,

h) failure to provide sufficient cooperation by the Subscriber in the repair or operational intervention of the Provider;

i) a fault in the internal wiring on the Subscriber's premises, a fault in the third party's wiring or equipment that is not under Provider's management;

j) unauthorised intervention by a third party to the equipment or infrastructure under Provider's management.

3.1.20 The Subscriber shall be liable for the installation, operation, maintenance, compatibility and interoperability of all technological equipment installed from the point of interconnection towards the network in the Subscriber's management. The Subscriber shall ensure that the Provider and the employees authorised by the Provider have access to all equipment under Provider's management that are located on the Subscriber's premises for the purpose of installation, repair or maintenance of the Provider's technology equipment.

3.1.21 The Subscriber shall not be entitled to use the equipment owned or managed by the Provider beyond the scope of the Framework Contract or for the benefit of third parties, without the consent from the Provider. The Subscriber undertakes to pay the Provider any and all costs and damages incurred by the Provider:

a) in service or operational interventions carried out by the Provider as a result of faults in the responsibility of the Subscriber,

b) in a service or operational intervention carried out as a result of reporting a VVPN Service fault by the Subscriber, while after such intervention, it was discovered that the fault incurred due to circumstances for which the Provider shall not be liable under clause 3.1.19 of this Article;

c) as a result of unauthorised interference by the Subscriber in the equipment owned and managed by the Provider, as well as in cases where the Subscriber allows unauthorised interference to third parties.

3.1.22 To ensure continuous operation and maintenance of the VVPN Service and the timely and correct identification of faults, the Provider undertakes to provide for continuous monitoring (supervision) of all network elements of the Provider's network that are managed by the Provider 24 hours a day, 7 days a week and 365/366 days a year. The Provider further undertakes to ensure the monitoring of technical and quality parameters of the VVPN Service along with identification of non-compliance of these parameters with their guaranteed or recommended values and the subsequent possibility to determine the cause of their degradation. Under the agreed conditions, the Provider undertakes to remedy the VVPN Service to meet the guaranteed parameters.

3.1.23 The Provider's contact point for reporting faults and troubleshooting is Orange's continuously available Customer Line, Phone number: from another network +421 908 00 61 61. Mobile phone number: +421 908 908 908 or +421 905 905 905, (908 or 905 from Orange network). The Customer Line of Orange is available non-stop.

3.1.24 Prior to the signing of the Contract, the Subscriber shall submit to the Provider a list of persons authorised to communicate with the Provider. This list shall contain the following information:

a) Business name / first name and surname of the Subscriber,
b) Subscriber's address,
c) Company ID No. / Tax ID No. / Birth No.
d) Phone No., e-mail,
e) First name and surname of the authorised person,
f) Password (the Subscriber shall assign a password to each authorised person)

3.1.25 Any change to the contact information set out in clauses 3.1.23, 3.1.24 and 3.1.25 shall be verifiably notified to the other contracting party no later than 2 business days prior to the change.

3.1.26 Troubleshooting procedure:

a) If the Provider clearly identifies a fault in the Provider's network, e.g. by means of a monitoring system, even without prior report by the Subscriber, the Provider shall use its best effort to identify and remedy the fault so as to reduce the impact of the fault on the end user as soon as possible.

b) If a fault is detected by the Subscriber, the authorised person of the Subscriber shall inform the contact point of the Provider about the fault by phone, as defined in clause 3.1.23. Such notification shall contain the following information:

- Business name / first name and surname of the Subscriber,
- Name and phone number of the reporting authorised person of the Subscriber,
- Password assigned to the reporting authorised person of the Subscriber,
- Unique point of interconnection identifier assigned by the Provider (B2B login),
- Fault description and the date and time of its occurrence.

c) After reporting the fault by the Subscriber, the responsible person of the Provider shall record this report together with the time of reporting the fault in the internal information system of the Provider and assign a registration number to the fault that will be used in all other contacts related to the fault.

d) The start of the disturbance time is considered the time when the fault is reported by the Subscriber. If the Provider discovers when identifying the causes of the fault reported by the Subscriber that it is not a fault for which the Provider is liable, then the fault reporting time by the Subscriber shall not be considered as the start of the fault.

e) Where necessary, the Provider shall be entitled to ask the Subscriber for assistance and cooperation in solving the fault, especially in order to detect the causes of the fault.

f) Any delay in the removal of a fault due to the refusal or failure to provide sufficient cooperation by the Subscriber or due to the Provider's authorised personnel not being able to access the equipment managed by the Provider and installed on the Subscriber's premises shall not be included in the disturbance time.

g) After the fault is reported by the Subscriber, the Provider shall, without undue delay, begin to perform activities necessary to identify and remedy the fault in order to comply with the guaranteed SLA parameters. The Provider undertakes to make every effort to promptly diagnose the fault, manage and coordinate the corrective action so as to minimise the impact of the fault on the Subscriber.

h) After the remedy of failure, the authorised employee of the Provider shall inform the Subscriber's contact point by phone that the failure has been removed and the VVPN Service is in proper operating condition. Such notification shall contain the following information:
- Name and phone number of the employee of the Provider, who informs about the end of the fault,
- Fault registration number (if requested by the Subscriber),
- Unique point of interconnection identifier assigned by the Provider (B2B login),
- Fault removal time (if requested by the Subscriber),

i) If the functionality of the VVPN Service is verified by the Subscriber, the authorised person of the Subscriber, who receives the fault removal report, shall confirm:
- Fault removal time,
- Name and phone number of Subscriber's authorised person confirming the fault removal,
- Restoration of the VVPN Service.

j) If, after examination, the Subscriber discovers that the fault persists, the authorised person of the Subscriber shall again inform the Provider's contact point of this fact by phone.

3.1.27 In order to ensure the highest possible technical standard and quality of the services provided, the Provider carries out maintenance of the technology, innovation of hardware and soft-

ware used, as well as infrastructure checks. This work is defined as scheduled maintenance and may cause interruption of the VVPN Service. Any scheduled maintenance shall be carried out by the Provider in accordance with the Provider's internal regulations and rules so as to minimise the impact on the VVPN Service provided to the Subscriber.

3.1.28 Prior to signing the Contract, the Subscriber shall provide the Provider with a list of persons authorised to receive reports of scheduled maintenance and to comment on scheduled maintenance, if this list differs from the list according to clause 3.1.24. This list shall contain the following information:
Business name / first name and surname of the Subscriber,
Name and phone number of the reporting authorised person of the Subscriber,
Password assigned to the reporting authorised person of the Subscriber,
Unique point of interconnection identifier assigned by the Provider (B2B login),
Fault description and the date and time of its occurrence.

3.1.29 In the event of planned maintenance that could cause a deterioration in the quality of the provided VVPN Service or a temporary interruption in the provision of the VVPN Service, the Provider shall notify Subscriber of such maintenance no later than 4 calendar days prior to the date of the planned maintenance. The Subscriber shall have the right to express its opinion (agree or disagree) on the scheduled maintenance no later than 2 calendar days from the date when the Subscriber was informed of such scheduled maintenance.

3.1.30 The Provider undertakes that the total aggregate time of the VVPN Service interruptions in one point of interconnection due to the scheduled maintenance will not exceed 12 hours per year.

3.2 EOFC Service and EOFC Plus Service

3.2.1 For the purposes of the following provision of clause 3.2, the term EOFC Service shall also cover the EOFC Plus Service, and all conditions of the provision of the EOFC Service shall also apply to EOFC Service Plus to the same extent.

3.2.2 Unless expressly agreed by the contracting parties otherwise, if Orange activates additional SIM cards for the Subscriber after this Annex 1 – EOFC – product becomes valid, provided they are registered under the same CN as set out in clause 1.1 of the Annex 1 – EOFC – product, the EOFC Service will be provided for these SIM cards of the Subscriber without any further action, as far as is technically possible and subject to the provision of the necessary co-operation by the Subscriber.

3.2.3 The Subscriber shall also be entitled to activate and use the Each other for free in the company EU service (hereinafter referred to as the "**EOFC EU Service**"), the parameters of which are also defined in the Price List, in Annex 1 – Orange Business Services thereto.

3.2.4 The Subscriber shall ensure that the total revenue of all services used by the Subscriber and provided by Orange, on the basis of the SIM cards which are registered under CNs specified in the Annex 1 – EOFC – product, reaches the amount set out in clause 1.3 of the table of Annex 1 – EOFC – product in each calendar month/billing period (hereinafter referred to as the "**Total Minimum Revenue**"). The Total Minimum Revenue shall not include aliquot parts of the prices of services and the prices of services or performances rendered to the Subscriber concerned without the exclusive and direct connection with the relevant SIM card. The exclusive and direct connection shall not apply to, in particular, payments for the development of individual technical solutions or payments not directly connected with the use of the public telephony service, or payments for third-party services (for instance, payments for parking, donations and contributions, audio-text services and other services with special tariffs, and the like).

3.2.5 In the event that the scope of use of the Service by the Subscriber (on all SIM cards included in the EOFC Service or even on one specific SIM card) is such that it compromises Orange's electronic communications network or as a result of which the qualitative or quantitative parameters of service provision to other customers may be reduced, such scope of use is considered to be a misuse of the Service and Orange is authorised to take measures to temporarily restrict or suspend the provision of the EOFC Service and/or the Services to the Subscriber, and it is Orange's discretion whether such measures are applied to all SIM cards for which the EOFC Service is provided under the Subscriber's CN or only to such particular SIM card of the Subscriber.

3.3 Fixed Internet connection Service

3.3.1 For the purposes of provision of the FIC Service, Orange shall establish the connection of the Terminal point of the FIC Service and provide it to the Subscriber within the time pe-

riod agreed in Annex 2 – FIC – technical concluded with the Annex 1 – FIC – product. The connection of the Terminal point of the FIC Service for the Subscriber shall be deemed to be delivered on the day the e-mail is sent to Subscriber. Orange may reserve that the delivery of the connection of the Terminal point of the FIC Service shall only take place upon the conclusion of a handover protocol signed by both Orange and Subscriber, which shall include the result of an acceptance measurement of the full functionality of the Terminal point connection. If Subscriber refuses to sign the handover protocol on the connection of the Terminal point, the Terminal point of the FIC Service shall be deemed to be delivered on the date of such refusal. Orange shall commence the provision of the FIC Service to the Subscriber through the connected Terminal point upon the date of the delivery to the Subscriber.

3.3.2 Orange undertakes to provide the FIC Service upon fulfilment of the following conditions and obligations by the Subscriber:

a) The Subscriber shall be obliged to enable Orange establish the connection of the Terminal point of the FIC Service. For this purpose, during the whole Period of Service, the Subscriber shall have concluded individual Annex 2 – FIC – technical, which allows the provision of FIC Service to the extent specified in Annex 1 – FIC – product. The Subscriber shall also provide Orange with all required assistance in the establishment of the Terminal point of the FIC Service and for the provision of the FIC Service, in particular enable Orange or Orange's appointed supplier access to those premises and facilities to which it has ownership or other rights of use and in which the technical equipment necessary for the provision of the FIC Service.

b) If the Subscriber is in delay with the fulfilment of obligations and with the provision of required assistance to Orange as set out in letter a) above, Orange shall be entitled to postpone the date of establishment of the connection of the Terminal point of the FIC Service and the commencement of the FIC Service pursuant to Section 1.2. of Annex 1 – FIC – product by the time during which the Subscriber is in delay and without this being deemed to be a breach of any obligations of Orange under the FC. The entitlement of Orange referred to in the preceding sentence shall arise mutatis mutandis in other cases of delay with the provision of assistance by the Subscriber.

c) Orange shall not be liable for the delay in the establishment of the Terminal point of the FIC Service or the impossibility to set up and/or provide the FIC Service or other performances to the Subscriber [and/or to third parties], if such delay or impossibility to perform is caused by third parties failing to provide the necessary assistance that is required for the setup of the Terminal point of the FIC Service and the provision of the FIC Service or other performances pursuant to Annex 1 and Annex 2 to the Framework Contract to the Subscriber, including but not limited to (i) a failure to provide assistance by the owner or landlord of the property in or on which Orange should install the equipment or technology necessary to provide the FIC Service or other performances pursuant to Annex 1 and Annex 2 to the Framework Contract, (ii) a failure to issue administrative decisions and permits required for installing the equipment or technology (including but not limited to proceedings within the meaning of legislation in the field of construction law), (iii) delays due to excessive financial and other requirements raised by the owners of the property through which the electronic communication network of Orange is to be placed or on which Orange's equipment or technology necessary for the provision of the FIC Service or other performance pursuant to Annex 1 and Annex 2 to the Framework Contract is to be installed, and (iv) other circumstances of a Force Majeure nature, the existence and effect of which Orange cannot objectively influence even despite the efforts that can reasonably be required from Orange in this situation).

d) The Subscriber acknowledges that the immovable property on which Orange's equipment/technology are to be installed during the period of provision of the FIC Service shall have a valid lightning conductor inspection report. Orange shall not be liable for any interruption of the provision of FIC Service and/or for any damages incurred by the Subscriber, the property owner or other entities as a result of a lightning strike that strikes Orange's installed equipment on the real estate.

3.3.3 The contracting parties agreed that unless it is agreed otherwise, the Terminal point of an access circuit (through which the Service is provided), which is provided to the Subscriber by Orange, shall be the point of connection of the end communication device to the access circuit, which is at the same time the terminal point of data network provided by Orange. If it

is necessary for the establishment and/or provision of access circuit through which the FIC is provided to place a device or more devices and other network elements (e.g. an aerial, transfer cables etc.) in or on the immovable property owned or used by the Subscriber, the contracting parties have agreed that during the whole Period of Service according to Annex 1 – S – product, the Subscriber shall grant Orange the right to use any and all necessary premises and places in or on the immovable property owned or used by the Subscriber for the purpose of mounting or storing equipment and other network elements used for the provision of the FIC Service under the Contract. During the validity and effectiveness of the Contract, the Subscriber also undertake to enable Orange or persons authorised by Orange access to such equipment and other network elements. At the same time, the Subscriber hereby agrees that Orange may change, modify or otherwise dispose of said network elements located in or on the immovable property owned and/or used by the Subscriber.

3.3.4 If Orange commits itself via Annex 2 – FIC – technical, which allows the provision of the FIC Service, to the provision of the FIC Service at the SLA quality, the conditions set out in clauses 3.3.14 to 3.3.31 below shall apply to the quality of the FIC Service for the individual Terminal point of Primary connection (access circuit). For the avoidance of doubt, Orange declares that the quality of the FIC Service shall not apply to any backup connections (access circuits) of the same Terminal point.

3.3.5 If the FIC Service according to Annex 2 – FIC – technical is provided via access circuit (connection) through 4G mobile radio network using LTE technology with a guaranteed speed (hereinafter referred to as "LTE connection"), the provision of the FIC Service is conditional upon conclusion of individual Agreement on establishment and provision of an access circuit.

3.3.6 The Subscriber acknowledges and agrees that the transmission speed declared in Annex 2 – FIC – technical for the FIC Service represents the transmission speed (if it is set out in the parameters of individual connection, the guaranteed speed, otherwise the speed is only the maximum theoretically achievable – best effort) between the Terminal point of the FIC Service and the terminal point of the national network consisting of a PE router to which the Terminal point of service is connected, measured according to IETF RFC 2544 or ITU-T Y.1564 guidelines, while the declared throughput refers to Ethernet frames of the size of 1518 B. If the access circuit for the primary connection is primarily resolved over the company's mobile radio network, then the reduction in the transmission speed and the degradation of the FIC Service's transmission parameters, as a result of changes in the physical parameters of the interface affecting the spread of the radio waves between the terminal point of service and the terminal point of the national network, is allowed. Orange shall not guarantee the parameters of the data transmission between the terminal point of service and any interface outside Orange's network.

3.3.7 If, pursuant to clause 3.3.4, Orange has committed itself to provide the FIC Service at the SLA quality, and at the same time the contracting parties have agreed in Annex 2 – FIC – technical that the terminal equipment, e.g. CPE router (hereinafter referred to as the "**Terminal equipment**"), connected to the terminal point (access circuit) shall be under management of Orange, the provisions of clauses 3.3.14 to 3.3.31 shall apply mutatis mutandis to the operation of such Terminal equipment. At the same time, if the Terminal equipment is owned by the Subscriber, the Subscriber shall be liable for defects of the Terminal equipment, and the Subscriber shall be obliged to reimburse Orange for the costs incurred by Orange in complying with its obligations to provide the FIC Service at the SLA quality if the defects in Orange's performance are attributable to defects in the Terminal equipment.

3.3.8 In the event that the Terminal equipment is under the management of Orange, while the connection itself (primary or backup) shall not be subject to the SLA quality guarantee as set out in clauses 3.3.14 to 3.3.31, Orange shall remove the defects in the Terminal equipment in the same manner as it is obliged to remove defects in the FIC Services provided under the Data GTC and applicable law, provided, however, that if the Terminal equipment is owned by the Subscriber, the Subscriber shall be liable for connection defects that originate in the equipment itself and shall reimburse Orange for the costs incurred by Orange in complying with its obligation to properly provide the FIC Service in the event that the defects originate in defects in Terminal equipment.

3.3.9 The removal of a defect of Terminal equipment shall be deemed to include its replacement with Terminal equipment without faults, while if the Terminal equipment being replaced is owned by the Subscriber, the Sub-

scriber shall be obliged to enter into a lease agreement with Orange, the subject of which shall be the new Terminal equipment, and to take over the replacement Terminal equipment for the defective Terminal equipment. If the Subscriber fails to comply with its obligation to enter into a lease agreement pursuant to the preceding provisions of this sentence, Orange shall not be in delay with its obligation to provide the concerned connection (access circuit) in a proper and defect-free manner. The contracting parties may agree that instead of leasing new Terminal equipment, Orange shall sell the new Terminal equipment to the Subscriber or that the Subscriber shall provide the new Terminal equipment itself.

3.3.10 The preceding provisions of clauses 3.3.8 and 3.3.9 shall apply mutatis mutandis in the event that the Terminal equipment under the management of Orange is not owned by the Subscriber but by a third party, where such Terminal equipment was not supplied by Orange, but by the Subscriber or by a third party for Subscriber. In the event that the Terminal equipment is not in the possession of Orange, Orange shall not be liable for defects originating in Terminal equipment, nor shall it be obliged to address the remedy of the faults, meaning that Orange shall be liable only for the proper provision of the FIC Service only up to the interface which is the point of interconnection of Terminal equipment to the access circuit (connection), i.e. to Orange's network.

3.3.11 The Subscriber shall ensure that for the entire period when the Terminal equipment is under management of Orange, Orange or a third party appointed by Orange to manage or administer the Terminal equipment shall have the right to use the Terminal equipment for those purposes if such Terminal equipment is located outside the premises of Orange; failure to comply with this obligation shall relieve Orange of liability for any breach of its obligation (such breach shall be treated as if it had not occurred at all) to the extent that such breach is caused by or is in any way remotely a consequence of the failure of the Subscriber to comply with its obligation to ensure free access to the Terminal equipment.

3.3.12 The contracting parties have agreed that for the purposes of providing the FIC Service, Orange shall allocate IP addresses to the Subscriber for the provision of the FIC Service on a temporary basis for the Period of Service. Upon termination of the provision of the FIC Service, Orange shall be entitled to terminate the provision of the allocated IP addresses to the Subscriber and to allocate them to another entity upon request.

3.3.13 The Subscriber undertakes to use the IP addresses allocated by Orange for the provision of the FIC Service in accordance with the laws of the Slovak Republic (SR) and the European Union, and in accordance with the rules for the allocation and use of IP addresses set out by the RIPE NCC for the use of IP addresses and published on the RIPE NCC website. The Subscriber shall be entitled to provide the IP addresses allocated to it in the course of its business or other similar activities to its contracted customers. The Subscriber undertakes not to provide (whether for a fee or free of charge) its assigned IP addresses to a third party that is also a provider of IP addresses within the Slovak Republic.

Guarantee of quality of the FIC Service provided and the consequences of non-compliance therewith

3.3.14 Unless specifically agreed by the contracting parties in an individual Annex 2 – S – technical to the Framework Contract, Orange (hereinafter in the provisions of this Article also referred to as the "**Provider**" in the following provisions of this clause) undertakes to guarantee to the Subscriber the quality parameters of the FIC Service provided pursuant to the relevant product Annex 1 (hereinafter referred to as the "**SLA**"), while for the purposes of this commitment, the terms set out below shall have the following meaning:

a) "**coverage time**" (hereinafter also referred to as "**CT**") is a period during which the provider is liable for compliance with the defined SLA parameters during the reporting period. The coverage time may coincide with the reporting period or only represent part of the reporting period. For the calculation purposes, CT is expressed in whole minutes for the given reporting period;

b) "**time to repair**" (hereinafter also referred to as "**TTR**") is a guaranteed parameter, defined as the maximum duration of a fault in the Annex 2– S – technical to the FIC Service;

c) "**disturbance time**" (hereinafter also referred to as "**TOUT**") is the time period between TA and TF, where TA stands for the time of announcement or confirmation of a fault by the Subscriber, and TF stands for the time of removal of the fault in the FIC Service by the Provider, or also TOUT = TF – TA. For the calculations purposes, the TOUT is given in whole minutes;

d) "**Service Availability**" (hereinafter also the "**SA**") is a guaranteed parameter express-

ing the percentage rate of the FIC Service availability in relation to the coverage time. The service availability of the FIC Service is defined by the following formula:

$$SA\,[\%] = \frac{CT - \sum T_{OUT}}{CT} \cdot 100\ \%,$$

where $\sum T_{OUT}$ is the sum of all recorded failure durations in the reporting period. The resulting SA value is expressed as a percentage rounded up to two decimal places;

e) "**SLA parameters**" are all guaranteed parameters expressing the level and quality of the FIC Service provided as set out in this document;

f) "**FIC Service fault**" is a condition of the FIC Service which, due to a fault in the Provider's network, prevents the Subscriber from properly using the FIC Service to the agreed extent and in accordance with the technical parameters set out in Annex 2 – S – technical to the FIC Service Framework Contract. In order to restore the FIC Service to its proper operating condition, corrective action or another operational measure is required. A FIC Service fault shall not be
   a) a fault for which the Provider is not liable within the meaning of clause 3.3.18 of the SCS;
   b) unavailability of the additional services;
   c) decrease in quality or interruption of the provision of the FIC Service as a result of planned maintenance duly notified to the Subscriber in accordance with clause 3.3.29 of the SCS.

   The service is available as long as it is not in a service failure state. The FIC Service fault shall apply to one FIC Service Terminal point at a time. In the event of a dispute between the Subscriber and the Provider as to whether the service is in the state of a FIC Service fault, a FIC Service fault shall be deemed to be a non-pass-through of an ICMP ping between the FIC Service Terminal point and the current IP address of the server at the URL: www.six.sk.

g) "**Provider's premises**" means the premises in Provider's rightful possession by virtue of ownership, lease, sublease, or similar relationship in which the terminal point of Provider's network is located.

h) "**Subscriber's premise**s" means the premises in Subscriber's rightful possession by virtue of ownership, lease, sublease, or similar relationship in which the Terminal point of the FIC Service and Provider's equipment through which the FIC Service is provided are located;

i) "**access circuit**" is a functional physical or virtual telecommunication connection between the Terminal point of the FIC Service located on the Subscriber's premises and the terminal point of the national network. The Provider shall be entitled to arrange on its own behalf for the establishment and/or lease of an access circuit from another company.

j) "**Provider's network**" is the electronic communication network operated by the Provider through which the FIC Service is provided. The Provider's network includes the national network with the terminal points located on the Provider's premises and potential access circuits;

k) "**reporting period**" is a period from the first day to the last day of a calendar month, inclusive.

3.3.15 The Company shall be responsible for the installation, operation, maintenance and quality of all technological equipment of the Provider's network through which the FIC Service is provided, installed from the Terminal point of the FIC Service towards the Provider's network, except for lines or equipment owned by a third party the use of which has been agreed, mediated or secured by the Subscriber for the purpose of providing the FIC Service with a third party.

3.3.16 The Subscriber shall be responsible for the installation, operation, maintenance and compatibility of all technological facilities installed from the Terminal point of the FIC Service towards the network in the Subscriber's management.

3.3.17 The Subscriber shall ensure that employees authorised by the Provider have access to all equipment managed by the Provider that are located in the Subscriber's premises or in adjacent areas for installation, repair or maintenance purposes.

3.3.18 The Company shall not be liable for faults and non-compliance with the SLA guaranteed parameters caused due to events known as Force Majeure. The Provider shall also not be liable for faults and non-compliance with the SLA guaranteed parameters caused by:

   a) the interruption of power supply to the equipment under Provider's management

located in the Subscriber's operational premises, except where the Provider ensures its own power supply;

b) incorrect or unauthorised manipulation with the equipment under Provider's management by the Subscriber;

c) failure to allow or delay in allowing access by the Provider's authorised personnel to the Company's equipment installed on the Subscriber's premises;

d) failure to provide sufficient cooperation by the Subscriber in the repair or operational intervention of the Provider;

e) a failure on the line or equipment owned by a third party, the use of which has been agreed, mediated or secured by the Subscriber for the purpose of providing the FIC Service with a third party;

f) unauthorised intervention by a third party into Provider's equipment or infrastructure on the Subscriber's premises.

3.3.19 If the access circuit for the primary connection is handled over Provider's mobile radio network, the Provider shall not be liable for any degradation in the transmission parameters of the FIC Service as a result of a change in the physical parameters of the environment affecting the spread of radio waves between the Terminal point of the FIC Service and the terminal point of the national network.

3.3.20 The Subscriber is not entitled to use the equipment managed by the Provider, other than for the purposes of the Framework Contract or for the benefit of third parties, without the consent of the Provider. The Subscriber shall not relocate or otherwise manipulate with the equipment under Provider's management installed on the Subscriber's premises without Provider's consent. The Subscriber undertakes to pay the Provider any and all costs and damages incurred by the Provider:

a) in corrective or operational interventions carried out as a result of faults in the responsibility of the Subscriber;

b) as a result of Subscriber's reporting of a fault which is not caused by a fault in the equipment under the Provider's responsibility under clause 3.3.15;

c) all damages and costs incurred by the Provider as a result of unauthorised interference by the Subscriber in the equipment owned and managed by the Provider, as well as in cases where the Subscriber allows unauthorised interference to third parties by insufficiently securing the Subscriber's premises.

3.3.21 To ensure continuous operation and maintenance of the FIC Service and the timely and correct identification of failures, the Provider undertakes to provide for continuous monitoring of the Provider's network. Based on information available from network monitoring, the Provider undertakes to carry out interventions and operational measures in the Provider's network in order to maintain the FIC Service parameters in the agreed quality. The Provider undertakes, subject to the conditions in this Article of the SCS, to arrange for remediation so that the FIC Service meets the technical parameters in Annex 2 – S – technical to the Framework Contract.

3.3.22 The Provider guarantees compliance with the TTR and SA parameters' border values specified in the Annex 2 – S – technical for the FIC Service under the following conditions:

a) Guarantee and evaluation of the TTR and SA parameters shall always be tied to one specific Terminal point of the FIC Service;

b) The fault duration shall not include the time during which the fault of the primary solution of the FIC Service used its full-fledged back-up solution with transmission speed at least at the level of the primary solution of the FIC Service;

c) The calculation of the SLA parameters shall not include time periods during which the provision of the FIC Service has been interrupted or the quality of the FIC Service has been reduced as a result of planned maintenance and faults for which the Company is not responsible within the meaning of clause 3.3.18 of the SCS;

3.3.23 The Provider's contact point for reporting faults and troubleshooting is Orange's continuously available Customer Line, Phone number: from another network +421 908 00 61 61. Mobile phone number: +421 908 908 908 or +421 905 905 905, (908 or 905 from Orange network). The Customer Line of Orange is available non-stop.

3.3.24 Prior to the provision of the FIC Service, the Subscriber shall provide the Provider with a list of authorised persons for communication with the Provider. This list shall contain the following information:

g) Business name / first name and surname of the Subscriber,

h) Subscriber's address,

i) Company ID No. / Tax ID No. / Birth No.
j) Phone No., e-mail,
k) First name and surname of the authorised person,
l) Password (the Subscriber shall assign a password to each authorised person)

3.3.25 The Subscriber's contact details for proactively reporting of faults identified by the network monitoring system of the Provider to the Subscriber is set out in the List and shall contain the following details (applicable only if the parties hereto have agreed on the provision of the Proactive Monitoring Service):
a) Phone number for the report of faults via SMS;
b) E-mail for the report of faults;
c) Phone number for the report of faults via telephone contact.

3.3.26 Any change to the contact information set out in clauses 3.3.23 to 3.3.25 shall be verifiably notified to the other contracting party no later than 2 business days prior to the change.

3.3.27 Discounts for non-compliance with the SLA guaranteed parameters

a) In the event of non-compliance with the guaranteed SLA parameters for which the Provider is liable pursuant to the provisions of clause 3.3.14, the Provider undertakes to grant to the Subscriber, upon its written request, a discount on the regular monthly fee for the provision of the Service during the reporting period in accordance with the following table

SLA Parameter	Exceedance value	Discount
For each exceedance of the guaranteed TTR parameter by each full exceedance value	1 hour	2% from the regular monthly fee for the use of the Service
For each exceedance of the guaranteed SA parameter by each full exceedance value	1%	3% from the regular monthly fee for the use of the Service

b) The discounts referred to in letter (a) of this clause may be claimed by the Subscriber from Orange upon written request no later than 3 months after the fault has been removed, while after that time, the Subscriber's claim shall expire. The discounts are calculated from the regular monthly fee for those Terminal points of the FIC Service that have been directly affected by exceeding the guaranteed SLA parameter. The number of times the guaranteed SLA parameter is exceeded by the value of the exceedance shall be multiplied by the agreed amount of the discount expressed as a percentage referred to in letter (a) of this clause. The calculated discounts for non-compliance with individual SLA parameters expressed in euros shall be added over the reporting period. The total value of discount percentage for non-compliance with SLA parameters is limited to 100% of the regular monthly charge for those Terminal points of the FIC Service that were directly affected by exceeding the SLA parameters. The total discount for non-compliance with the guaranteed SLA parameters in one reporting period can be claimed by the Subscriber once only. If the individual disturbance time exceeds two reporting periods, the TTR parameter shall be evaluated in the reporting period in which the fault is resolved.

c) The contracting parties have agreed that for the provision of the guaranteed parameters of the Service according to letters (a) and (b) of this clause above, the Subscriber shall pay to Orange the monthly fee in the amount set out in Article 2 of the Annex 1 – S – technical, based on which the FIC Service is provided.

3.3.28 Troubleshooting procedure:

a) If the Provider clearly identifies a fault in the Provider's network, e.g. by means of a monitoring system, even without prior report by the Subscriber, the Provider shall use its best effort to identify and remedy the fault so as to reduce the impact of the fault on the end user as soon as possible. If a fault is detected by the Subscriber, the authorised person of the Subscriber shall inform the contact point of the Provider about the fault by phone, as defined in clause 3.3.23. Such notification shall contain the following information:
– Business name / first name and surname of the Subscriber,
– Name and phone number of the reporting authorised person of the Subscriber,
– Password assigned to the reporting authorised person of the Subscriber,
– Unique point of interconnection identifier assigned by the Provider (B2B login),
– Fault description and the date and time of its occurrence.

c) After reporting the fault by the Subscriber, the responsible person of the Provider shall record this report together with the time of

reporting the fault in the internal information system of the Provider and assign a registration number to the fault that will be used in all other contacts related to the fault.

d) The start of the disturbance time is considered the time when the fault is reported by the Subscriber. If the Provider discovers when identifying the causes of the fault reported by the Subscriber that it is not a fault for which the Provider is liable, then the fault reporting time by the Subscriber shall not be considered as the start of the fault. In the event of a proactive notification of a failure to the Subscriber, the time of the failure being reported or acknowledged by the Subscriber during the telephone contact referred to in letter b) of this clause shall be deemed to commence the duration of the fault.

e) Where necessary, the Provider shall be entitled to ask the Subscriber for assistance and cooperation in solving the fault, especially in order to detect the causes of the fault.

f) Any delay in the removal of a fault due to the refusal or failure to provide sufficient cooperation by the Subscriber or due to the Provider's authorised personnel not being able to access the equipment managed by the Provider and installed on the Subscriber's premises shall not be included in the disturbance time.

g) After the fault is reported by the Subscriber, the Provider shall, without undue delay, begin to perform activities necessary to identify and remedy the fault in order to comply with the guaranteed SLA parameters. The Provider undertakes to make every effort to promptly diagnose the fault, manage and coordinate the corrective action so as to minimise the impact of the fault on the Subscriber.

h) After the removal of the fault, the authorised employee of the Provider shall inform the Subscriber's contact point by phone that the fault has been removed and the Service is in proper operating condition. Such notification shall contain the following information:
   – Name and phone number of the employee of the Provider, who informs about the end of the fault,
   – Fault registration number (if requested by the Subscriber),
   – Unique point of interconnection identifier assigned by the Provider (B2B login),
   – Fault removal time (if requested by the Subscriber),

i) If the functionality of the Service is verified by the Subscriber, the authorised person of the Subscriber, who receives the fault removal report, shall confirm:
   – Fault removal time,
   – Name and phone number of Subscriber's authorised person confirming the fault removal,
   – Service operation recovery.

j) If, after examination, the Subscriber discovers that the fault persists, the authorised person of the Subscriber shall again inform the Provider's contact point of this fact by phone.

3.3.29 In order to ensure the highest possible technical standard and quality of the services provided, the Provider carries out maintenance of the technology, innovation of hardware and software used, as well as infrastructure checks. This work is defined as scheduled work and maintenance and can cause quality degradation or interruption of the Service. All scheduled maintenance shall be carried out by the Provider in accordance with the Provider's internal regulations and rules so as to minimise the impact on the Service provided to the Subscriber. The Provider undertakes that the total aggregate time of Service interruptions in one Point of Interconnection due to the scheduled maintenance will not exceed 12 hours per year.

3.3.30 Prior to the commencement of the provision of the FIC Service, the Subscriber shall provide the Provider with a list of persons authorised to receive reports of scheduled maintenance and to comment on scheduled maintenance, if this list differs from the list according to clause 3.3.24. This list shall contain the following information:
   – Business name / first name and surname of the Subscriber,
   – Name and phone number of the reporting authorised person of the Subscriber,
   – Password assigned to the reporting authorised person of the Subscriber,
   – Unique point of interconnection identifier assigned by the Provider (B2B login),
   – Fault description and the date and time of its occurrence.

3.3.31 The Company shall inform the Subscriber of the scheduled maintenance that could result in degradation or a temporary interruption of the Service no later than 4 calendar days before the date of scheduled maintenance. The Subscriber shall have the right to express its opinion (agree or disagree) on the scheduled maintenance no later than 2 calendar days from the date when the Subscriber was informed of such scheduled maintenance.

3.4 Managed WiFi Service

3.4.1 For the purpose of providing the Managed WiFi Service, Orange undertakes to establish a connection for Subscriber stations to the WiFi network in the area defined by the Subscriber and to hand it over to the Subscriber within the time limit and under the conditions agreed in Annex 2 – Managed WiFi – technical to Annex 1 – FIC – product or to Annex 2 – DVPN – product (hereinafter referred to as "**Annex 2 – Managed WiFi – technical**"). The connection of Subscriber stations to the WiFi network in the space defined by the Subscriber for the Subscriber shall be deemed to have been delivered to the Subscriber on the date of sending the email to the Subscriber. Orange may reserve the right that the handover of the connection of Subscriber stations to the WiFi network in the space defined by the Subscriber shall only take place upon the conclusion of a handover protocol signed by Orange and the Subscriber, which shall contain the results of acceptance measurements of the full functionality of the connection of Subscriber stations to the WiFi network in the space defined by the Subscriber. If the Subscriber refuses to sign the handover protocol for the connection of Subscriber stations to the WiFi network in the space defined by the Subscriber, the connection of Subscriber stations to the WiFi network in the space defined by the Subscriber shall be deemed to have been handed over on the date of such refusal. Orange will begin providing the Subscriber with the Managed WiFi Service through the connected Subscriber stations to the WiFi network in the space defined by the Subscriber on the date of its handover to the Subscriber.

3.4.2 The establishment of the Managed WiFi Service involves the configuration and installation of equipment within the scope of work necessary for the proper establishment and operation of the Managed WiFi Service. The establishment of the Managed WiFi Service does not include the configuration of devices other than those listed in Annex 2 – Managed WiFi – technical. The initial configuration includes setting up WiFi access points for proper cooperation with the FIC Service or DVPN Service.

3.4.3 The Subscriber is obliged to provide all necessary cooperation for the establishment of the Managed WiFi Service, in particular to ensure Orange's access to the location of the Managed WiFi Service, the installation of equipment, and to obtain all necessary consents for the establishment of the Managed WiFi Service.

3.4.4 In connection with the provision of the Managed WiFi Service, Orange temporarily grants the Subscriber the use of the devices listed in Annex 2 – Managed WiFi – technical, during the period of providing the Managed WiFi Service. Orange is obliged to deliver the devices to the Subscriber in a condition suitable for the agreed purpose of use.
The Subscriber:

a) is entitled to use the equipment exclusively for the purpose of providing the Managed WiFi Service.

b) is not entitled to transfer the equipment to a third party for use or to interfere with the equipment in any way or allow a third party to interfere with the equipment.

c) is obliged to protect the equipment from damage, destruction, or loss, and in the event of a breach of this obligation, is obliged to compensate Orange for any damage incurred. The Subscriber is obliged to report any damage, destruction, or loss of equipment to Orange without delay, within 3 working days at the latest.

3.4.5 Orange's rights and obligations in providing the Managed WiFi Service:

a) Orange is entitled to temporarily interrupt the provision of the Managed WiFi Service for as long as necessary for the purpose of maintenance and any repairs to its equipment. Orange is entitled to suspend or restrict the provision of the Managed WiFi Service if the provision of the Managed WiFi Service is prevented or restricted by an unavoidable event that could not have been foreseen or prevented (in particular force majeure and other circumstances excluding liability within the meaning of the Commercial Code).

b) Orange is entitled to temporarily interrupt or restrict the provision of the Managed WiFi Service to the extent necessary without prior notice to the Subscriber if the Managed WiFi Service is used in violation of the FA, SCS, or Annex 2 – Managed WiFi – technical, and if this jeopardizes the functioning of Orange's equipment, jeopardizes the rights and/or legitimate interests of Orange, or jeopardizes the rights and/or legitimate interests of third parties.

c) Orange is entitled to unilaterally restrict or change the functional or technical specifications of the Managed WiFi Service, or to improve access to the Managed WiFi Service, provided that such change, change

or improvement is in line with the latest professional knowledge in the relevant field or contributes to user comfort when using the Managed WiFi Service.

d) After interrupting or restricting the provision of the Managed WiFi Service, Orange will resume providing the Managed WiFi Service in full at the Subscriber's request if, within 90 calendar days of the restriction or interruption of the Managed WiFi Service, the reason for the restriction or interruption ceases to exist. Upon the expiry of the 90-day period, Orange shall be entitled to delete all Subscriber data without further notice.

e) Unless expressly stated otherwise, the Subscriber agrees that Orange is not obliged to maintain, store or return data to the Subscriber after the deactivation or termination of the Managed WiFi Service and that Orange shall not be liable for any damage caused by the deletion of such data.

f) Orange shall not be liable for any damage or loss of profit incurred by the Subscriber through the use of the Managed WiFi Service.

g) Orange is not responsible for the content of data stored or transferred via the Managed WiFi Service. Orange is also not responsible for the Subscriber's use of the Managed WiFi Service in violation of applicable Slovak law.

h) Orange is not responsible for any infringement of intellectual property rights in connection with stored and transferred data via the Managed WiFi Service, websites, and email accounts of the Subscriber committed by the Subscriber through the use and distribution of materials for which they do not have the necessary consent of their authors. Orange is also not responsible for any infringement of rights covered by trade name protection, trademark protection, or other intellectual property rights protection.

i) Orange is solely liable for outages or malfunctions that have been proven to have been caused by Orange, with Orange's monitoring being decisive in determining the cause of the outage or malfunction. Orange is not liable for malfunctions caused outside its technology (i.e., third-party malfunctions on the route of delivery of related services to the Subscriber).

j) Orange is entitled to remotely check the version of the software used as part of the Managed WiFi Service on the device and subsequently recommend or directly perform its update. The Subscriber agrees that they do not have to receive notification of the software update.

k) Orange is not responsible for the content of third-party websites or services to which the Subscriber has gained access in connection with the use of the Managed WiFi Service.

3.4.6 Rights and obligations of the Subscriber when using the Managed WiFi Service:

a) If the Subscriber wishes to distribute their LAN network via a WiFi signal, they must ensure that it is connected to the Terminal equipment in accordance with point 3.3.7 SCS supplied with the FIC Service or DVPN Service provided by Orange to the Subscriber on the basis of Annex 1 – S – product.

b) The Subscriber acknowledges that the proper use of the Managed WiFi Service requires the allocation of internet connectivity capacity of up to 0.512 Mbps when verifying the Subscriber via the landing-page, depending on the functionality/ complexity of the landingpage.

c) The Subscriber is obliged to use the Managed WiFi Service only in a manner that is in accordance with the FA and its annexes, with any instructions from Orange, and in accordance with generally binding legal regulations valid and effective in the Slovak Republic.

d) The Subscriber is obliged to pay the price, fees, and compensation for the Managed WiFi Service provided properly and on time.

e) The Subscriber is not entitled to operate content within the Managed WiFi Service that is contrary to the legal order of the Slovak Republic, the standards of the relevant authorities of the European Union, the European Communities, European Economic Community, insofar as they are directly applicable to the territory of the Slovak Republic on the basis of the Slovak Republic's accession to the European Union, with international treaties to which the Slovak Republic is bound and which have been published in the Collection of Laws or in the Collection of International Treaties, good morals or principles of fair business practices, customs or court decisions or legal customs of the given language territory.

f) The Subscriber bears full responsibility for the content of data stored or transferred through the Managed WiFi Service. Orange has no access to and no ability to control the content of the Subscriber's stored and transferred data.

g) The Subscriber is liable for any damage caused to the Internet network or third parties, in particular through unauthorized access to information, unauthorized access to foreign systems, sending unsolicited messages, or other misuse of Internet access or other unauthorized actions. The Subscriber is fully responsible for any violation of the rights of third parties to computer programs or software products and works through the use of the Managed WiFi Service.

h) The Subscriber does not acquire any rights to equipment or software belonging to Orange or any third party whose equipment Orange may use in providing the Managed WiFi Service.

i) The Subscriber hereby grants Orange consent to deliver information in electronic form relating to the Managed WiFi Service to the email addresses provided by the Subscriber when ordering the Managed WiFi Service. Given that the content of these emails may include information relating to the functionality and use of the Managed WiFi Service, the Subscriber acknowledges that without granting consent in accordance with this point, it is not possible to use the Managed WiFi Service.

j) The Subscriber is obliged to comply with any technical restrictions of the Managed WiFi Service that allow it to be used only in certain ways and must not circumvent them. The Subscriber is not entitled to interfere with the Managed WiFi Service or the software provided as part of it in any way that would constitute a permanent or temporary removal of a technical restriction ("workaround").

k) The Subscriber acknowledges and agrees that they are obliged to secure their log-in details and other sensitive information provided to them by Orange in such a way as to prevent their misuse by unauthorized persons to the maximum extent possible.

l) The Subscriber undertakes not to operate websites or services or store or view content of the following nature when using the Managed WiFi Service: warez sites, sites for downloading illegal software, music and movies, erotic and pornographic websites, chat websites, websites whose content in any way violates the applicable laws of the Slovak Republic or the European Union, as well as good morals. In the event that the Subscriber uses the services provided in the manner described above, or to send unsolicited mail (spam) that violates copyright, patent, industrial rights, trademark rights, or other similar rights, thereby threatening the privacy and security of other Internet users' computer systems (e.g. through viruses, password generators, etc.), which contain any information that threatens or damages the good name of Orange or its employees, which directly or indirectly infringes the rights of third parties.

3.5 Quality guarantee for the Managed WiFi Service and consequences of non-compliance

3.5.1 Orange undertakes to provide the Subscriber with equipment, configure it according to the Subscriber's requirements, and manage the equipment.

3.5.2 The requested change to the Managed WiFi Service settings will be made within two (2) business days of receipt of the Subscriber's request for change, which contains all the information necessary to make the change. If the scope of the requested changes does not allow this deadline to be met, Orange will notify the Subscriber of an additional deadline appropriate to the requested changes in order to implement the changes. The options for changing the device settings are limited by its parameters and the scope of the Managed WiFi Service provided.

3.5.3 The Subscriber is obliged to notify Orange by telephone of any malfunctions, errors or other deficiencies in the Managed WiFi Service without undue delay. The Subscriber is obliged to provide Orange with the required or otherwise necessary cooperation in order to eliminate the error or other deficiency in the Managed WiFi Service provided.

3.5.4 The Orange contact point for reporting faults is:
- Responsible person:
  Orange Slovensko customer service line;
- Telephone number:
  0908 908 908
  (908 from the Orange network)
  0908 00 61 61 between 8:00 a.m. and 9:00 p.m.

3.5.5 The Subscriber shall provide a list of persons authorized by the Subscriber to report service faults (hereinafter referred to as "**Authorized**

Persons") in a separate document entitled "list of authorized persons of the Subscriber," which must contain the following information about the Authorized Persons:

- First and last name:
- Telephone numbers:
- Email:
- Password:

3.5.6 Deadlines for troubleshooting: The next business day after the fault is reported.

a) if the Subscriber reports a device fault in accordance with the provisions of this Agreement, i.e. by telephone or email to the contacts specified in point 3.5.4 of these SCS, by 7:00 p.m. on a working day, the deadline for its removal is midnight on the following working day.
if the Subscriber reports a device malfunction in accordance with the provisions of this Agreement after 7:00 p.m. on a working day or outside working hours, the deadline for its removal is extended by one additional working day.

3.5.7 The deadlines specified above do not apply if the fault was caused by the Subscriber. In such a case, the deadline for rectifying the fault is determined by the nature of the fault.

3.6 Data Virtual Private Network Service

3.6.1 For the purpose of providing the DVPN Service, Orange undertakes to establish the Subscriber's Data Virtual Private Network, to connect the Subscriber's telecommunications equipment to the Orange network within that network, and to hand it over to the Subscriber within the period specified and under the conditions agreed in Annex 2 – DVPN – technical to Annex 1 – DVPN – product. The Subscriber's Data Virtual Private Network shall be deemed to have been established and made available on the date of sending an e-mail to the Subscriber. Orange may reserve the right to stipulate that the establishment of the Data Virtual Private Network shall only take place upon the conclusion of a handover protocol signed by Orange and the Subscriber, which shall contain the results of the acceptance measurement of the full functionality of the established Data Virtual Private Network. If the Subscriber refuses to sign the handover protocol on the establishment of the DVPN Service Data Virtual Private Network, the Data Virtual Private Network shall be deemed to have been handed over on the date of such refusal. Orange will begin providing the Subscriber with the DVPN Service via the established Virtual Private Data Network on the date of its handover to the Subscriber.

3.6.2 Orange undertakes to provide the DVPN Service subject to the fulfillment and observance of the following conditions and obligations on the part of the Subscriber:

a) The Subscriber is obliged to enable Orange to set up the DVPN Service. For this purpose, the Subscriber is obliged to have a special Annex 2 – DVPN – technical concluded for the entire Service Period, which enables the provision of the DVPN Service to the extent specified in Annex 1 – DVPN – product. The Subscriber is also obliged to provide Orange with all necessary cooperation for the establishment of the Data Virtual Private Network and the provision of the DVPN Service, in particular to allow Orange or a supplier designated by Orange access to the premises and equipment to which it has ownership or other rights of use and in which the technical equipment necessary for the provision of the DVPN Service will be located.

b) If the Subscriber is in default with the fulfillment of its obligations and with the provision of the necessary cooperation to Orange as specified in point a) above, Orange is entitled to postpone the date of establishment of the DVPN Service and the commencement of the provision of the DVPN Service in accordance with point 1.2 of Annex 1 – DVPN – product for the period during which the Subscriber is in default, without this being considered a breach of any obligation of Orange under the FA. The right of Orange referred to in the previous sentence shall also apply in other cases of failure to provide cooperation on the part of the Subscriber.

c) Orange shall not be liable for any delay in establishing the DVPN Service Data Virtual Private Network or for any inability to establish and/or provide the DVPN Service or other services under the Agreement to the Subscriber [or third parties] if such delay or inability to perform is due to the failure of third parties to provide the necessary cooperation which is necessary for the establishment of the DVPN Service Data Virtual Private Network and the provision of the DVPN Service or other services under Annex 1 and Annex 2 to the Framework Agreement to the Subscriber or third parties (in particular, but not limited to (i) failure to provide cooperation by the owner or lessor of the property in or on which Orange's equipment or technology is to be installed necessary for the provision of the DVPN Service or other performance under Annex 1 and Annex 2 to the Framework Agreement, (ii) failure to issue the necessary administrative decisions and

permits for the installation of equipment or technologies (in particular, but not limited to, proceedings under construction law), (iii) delays caused by unreasonable financial and other requirements of property owners through whose property Orange's electronic communications network is to pass or on whose property Orange's equipment or technology is to be installed, necessary for the provision of the DVPN Service or other performance under Annex 1 and Annex 2 to the Framework Agreement, and (iv) other circumstances of a force majeure nature, the existence and effect of which Orange cannot objectively influence even by making the effort that can reasonably be expected of Orange in this situation).

d) The Subscriber acknowledges that the property on which Orange's equipment/ technology is to be installed must have a valid lightning conductor inspection report during the period of provision of the DVPN Service. Orange shall not be liable for any interruption in the provision of the DVPN Service and/or for any damage incurred by the Subscriber, the property owner, or other entities as a result of a lightning strike that has struck Orange's installed equipment on the property.

3.6.3 The Contracting Parties agree that, unless otherwise agreed, the end point of each access circuit of the Subscriber's private data network (through which the DVPN Service is provided) provided to the Subscriber by Orange is the point of connection of the terminal communication device to the access circuit, which point is also the end point of the data network provided by Orange. If, in order to establish and/or provide the access circuit through which the DVPN Service is provided, it is necessary to install one or more devices and other network elements (e.g., antenna, transmission cables, etc.) in or on the property owned or used by the Subscriber, the contracting parties agree that the Subscriber shall grant Orange the right to use all necessary spaces and areas in or on the property used or owned by the Subscriber for the purpose of installing or storing equipment and other network elements for the entire duration of the Service Period according to Annex 1 – DVPN - product, the Subscriber grants Orange the right to use all necessary spaces and areas in or on the property used or owned by the Subscriber for the purpose of installing or storing equipment and other network elements used to provide the DVPN Service under the Agreement. The Subscriber also undertakes to allow Orange or persons designated by Orange access to this equipment and other network elements for the duration and effectiveness of the Agreement. The Subscriber also agrees that Orange is entitled to change, modify, or otherwise dispose of the aforementioned network elements located in or on real estate owned and/or used by the Subscriber.

3.6.4 In the event that Orange, in Annex 2 – DVPN – technical, which enables the provision of the DVPN Service, specifically commits to providing the DVPN Service in SLA quality, the conditions specified in points 3.6.12 to 3.6. 29 below apply to the quality of the DVPN Service for individual Primary Connection End Points (access circuits). For the avoidance of doubt, Orange states that the quality of the DVPN Service does not apply to backup connections (access circuits).

3.6.5 If the DVPN Service according to Annex 2 – DVPN – technical is provided via an access circuit (connection) through a 4G mobile radio network using LTE technology with a guaranteed speed (hereinafter referred to as "**LTE connection**"), the provision of the DVPN Service is also subject to the conclusion of a separate Agreement on the Establishment and Provision of an Access Circuit.

3.6.6 The Subscriber acknowledges and agrees that the transmission speed declared in Annex 2 – DVPN – technical for the DVPN Service represents the transmission speed (if specified in the parameters of a specific connection, then the guaranteed speed, otherwise the speed is only the maximum theoretically achievable – best effort) between the end point of the DVPN Service and the end point of the national network formed by the PE router to which the End Point of the Service is connected, measured in accordance with the recommendations of IETF RFC 2544 or ITU-T Y.1564, with the declared throughput referring to Ethernet frames of 1518 B. If the access circuit for the primary connection is provided via the company's mobile radio network, then a reduction in transmission speed and deterioration of the transmission parameters of the DVPN Service is permissible as a result of changes in the physical parameters of the environment affecting the propagation of radio waves between the Service End Point and the end point of the national network. Orange does not guarantee the parameters of data transmission between the service termination point and any interface outside the Orange network.

3.6.7 If Orange has committed to providing the DVPN Service in accordance with the SLA in accordance with Section 3.6.4, and at the

same time the parties have agreed in Annex 2 – DVPN – technical that the terminal equipment, e.g. CPE router (hereinafter referred to as "**Terminal equipment**") connected to the Terminal Connection Point (access circuit) will be managed by Orange, the provisions of points 3.6.12 to 3.6.29 shall also apply mutatis mutandis to the operation of this Terminal Equipment. At the same time, if this Terminal Equipment is owned by the Subscriber, the Subscriber shall be liable for any defects in the Terminal Equipment, and the Subscriber shall be obliged to reimburse Orange for the costs incurred in fulfilling its obligations to provide the DVPN Service in accordance with the SLA, if the defects in Orange's performance are caused by defects in this Terminal Equipment.

3.6.8 If the Terminal Equipment is managed by Orange and the connection itself (primary or backup) is not covered by the SLA quality guarantee within the meaning of points 3.6.12 to 3.6.29, Orange shall remedy any defects in the Terminal Equipment as it is obliged to remedy defects in the DVPN Service provided in accordance with the Data GTC and applicable legal regulations, provided that if the Terminal Equipment is owned by the Subscriber, the Subscriber shall be responsible for connection defects originating in the device itself and shall be obliged to reimburse Orange for the costs of complying with its obligation to properly provide the DVPN Service if the service defects originate in defects in this Terminal Equipment.

3.6.9 The replacement of the Terminal Equipment with Terminal Equipment free of defects shall also be considered as the removal of the defect, whereby if the replaced Terminal Equipment is owned by the Subscriber, the Subscriber shall be obliged to conclude a lease agreement with Orange, the subject of which shall be the new Terminal Equipment, and to take over the replaced defective Terminal Equipment. If the Subscriber fails to fulfill their obligation to conclude a lease agreement in accordance with the previous provisions of this sentence, Orange shall not be in default with the fulfillment of its obligation to provide the connection (access circuit) in question properly and without defects. The contracting parties may agree that, instead of leasing new Terminal Equipment, Orange will sell new Terminal Equipment to the Subscriber, or that the Subscriber will procure new Terminal Equipment themselves.

3.6.10 The previous provisions of points 3.6.8 and 3.6.9 shall apply also in the event that the Terminal Equipment managed by Orange is not owned by the Subscriber but by a third party, provided that this Terminal Equipment was not supplied by Orange but by the Subscriber or a third party for the Subscriber. If the Terminal Equipment is not managed by Orange, Orange shall not be liable for defects originating in the Terminal Equipment, nor is it obliged to remedy the defects, in which case it is only responsible for the proper provision of the DVPN Service up to the interface, which is the point of connection of the Terminal Equipment to the access circuit (connection), i.e. to the Orange network.

3.6.11 The Subscriber is obliged to ensure that, for the entire period during which Orange manages the Terminal Equipment, Orange or a third party designated by Orange to perform management or certain activities related to the management of the Terminal Equipment has free access to the Terminal Equipment, if the Terminal Equipment is located outside Orange's premises, and failure to comply with this obligation shall relieve Orange of any liability for any breach of its obligations (such breach of obligation shall be deemed not to have occurred at all), if such breach is caused, brought about, or is in any way a remote consequence of the Subscriber's failure to ensure free access to the Terminal Equipment.

Guarantee of quality of the DVPN Service provided and consequences of non-compliance

3.6.12 If the contracting parties have specifically agreed in a separate Annex 2 – DVPN - technical to the Framework Agreement, Orange (hereinafter also referred to as the "provider") undertakes to guarantee the Subscriber the quality parameters of the DVPN Service provided in accordance with the relevant product Annex 1 (hereinafter referred to as the "SLA"), provided that for the purposes of this obligation, the terms listed below have the following meanings:

a) "**coverage time**" (hereinafter referred to as "**CT**") is the period during which the provider is responsible for complying with the defined SLA parameters within the monitored period. The coverage time may coincide with the monitored period or may constitute only part of the monitored period. For calculation purposes, CT is expressed in whole minutes for the given monitored period;

b) "**time to repair**" (hereinafter referred to as "**TTR**") is a guaranteed parameter defined as the maximum duration of a failure in Annex 2 – DVPN - technical;

c) "**fault duration**" (hereinafter referred to as "**TOUT**") is the time between TA and TF, where TA is the time of reporting or confirming the fault by the Subscriber and TF is the time of repair of the DVPN Service by the provider, or TOUT = TF - TA. For calculation purposes, the duration of the failure is given in whole minutes;

d) "**service availability**" (hereinafter referred to as "**SA**") is a guaranteed parameter expressing the percentage of DVPN Service availability in relation to the coverage time. The availability of the DVPN Service is defined by the following formula:

$$SA\,[\%] = \frac{CT - \sum T_{OUT}}{CT} \cdot 100\ \%,$$

where $\sum T_{OUT}$ - is the sum of all recorded fault durations in the given monitoring period. The resulting SA value is expressed as a percentage rounded up to two decimal places.

e) "**SLA parameters**" are all guaranteed parameters expressing the level and quality of the DVPN Service provided, as specified in this document;

f) "**DVPN Service failure**" is a state of the DVPN Service which, as a result of an error in the provider's network, prevents the Subscriber from properly using the DVPN Service to the agreed extent and in accordance with the technical parameters declared in Annex 2 – DVPN – technical to the Framework Agreement. In order to restore the proper operational status of the DVPN Service, it is necessary to perform a corrective intervention or other operational measure. The following shall not be considered a DVPN Service failure:
   a) a failure for which the provider is not responsible within the meaning of point 3.6.16 of the SCS;
   b) malfunction of additional services;
   c) reduction in quality or interruption in the provision of the DVPN Service as a result of planned maintenance duly notified to the Subscriber within the meaning of point 3.6.27 of the SCS.

   The service is available unless it is in a state of service failure. A DVPN service failure always applies to one DVPN service endpoint. In the event of a dispute between the Subscriber and the provider as to whether the service is in a state of DVPN Service failure, the failure of the DVPN Service shall be deemed to be the inability to pass an ICMP ping between the DVPN Service Endpoint and the current IP address of the server at URL: www.six.sk.

g) "**Provider's operating space**" is a space lawfully held by the provider on the basis of ownership, lease, sublease, or similar relationship, in which the end point of the Provider's network is located.

h) "**Subscriber's operating space**" is a space lawfully held by the Subscriber on the basis of ownership, lease, sublease or similar relationship, in which the DVPN Service End Point and the Provider's equipment through which the DVPN Service is provided are located.

i) "**access circuit**" is a physical or logical telecommunications connection between the DVPN Service End Point located in the Subscriber's operating premises and the national network end point. The Provider is entitled to arrange for the establishment and/or lease of an access circuit from another company on its own behalf.

j) "**Provider's network**" means an electronic communications network operated by the provider through which the DVPN Service is provided. The provider's network includes the national network with end points located in the provider's premises and any access circuits.

k) "**monitored period**" means the period from the first to the last day of a calendar month, inclusive.

3.6.13 The Company is responsible for the installation, operation, maintenance, and quality of all technological equipment of the provider's network through which the DVPN Service is provided, installed from the DVPN Service End Point in the direction of the provider's network, except for lines or equipment owned by a third party, the use of which for the purposes of providing the DVPN Service has been agreed with the third party, mediated or secured by the Subscriber.

3.6.14 The Subscriber is responsible for the installation, operation, maintenance, and compatibility of all technological equipment installed from the DVPN Service End Point in the direction of the network administered by the Subscriber.

3.6.15 The Subscriber shall provide the Provider's authorized personnel with access to all equipment managed by the Provider and located on the Subscriber's premises or adjacent premises for the purposes of installation, repair, or maintenance.

3.6.16 The company shall not be liable for failures and non-compliance with the guaranteed SLA parameters resulting from events referred to as Force Majeure. The provider shall also not be liable for failures and non-compliance with the guaranteed SLA parameters caused by:

a) interruption of electricity supply to equipment managed by the provider and located in the Subscriber's premises, except in cases where the provider ensures the electricity supply on its own;

b) incorrect or unauthorized handling of equipment managed by the provider on the part of the Subscriber;

c) failure to allow or delayed access by the provider's authorized personnel to the company's equipment installed in the Subscriber's premises;

d) failure to provide sufficient cooperation by the Subscriber during repair or operational intervention by the provider;

e) a fault in the lines or equipment owned by a third party, the use of which was agreed, mediated or secured by the Subscriber with the third party for the purposes of providing the DVPN Service;

f) unauthorized interference by a third party with the provider's equipment and infrastructure in the Subscriber's premises.

3.6.17 If the access circuit for the primary connection is provided via the provider's mobile radio network, then the provider is not responsible for the deterioration of the transmission parameters of the DVPN Service as a result of changes in the physical parameters of the environment affecting the propagation of radio waves between the DVPN Service End Point and the end point of the national network.

3.6.18 The Subscriber is not entitled to use the equipment managed by the Provider for purposes other than those specified in the Framework Agreement or for the benefit of third parties without the Provider's consent. The Subscriber is not entitled to relocate or otherwise manipulate the equipment managed by the Provider and installed in the Subscriber's premises without the Provider's consent. The Subscriber undertakes to reimburse the Provider for all costs and damages incurred by the Provider:

a) repair or operational interventions performed as a result of faults for which the Subscriber is responsible;

b) as a result of the Subscriber reporting a fault that is not caused by a fault in the equipment under the responsibility of the provider pursuant to point 3.6.13;

c) all damages and costs incurred by the provider as a result of unauthorized interventions by the Subscriber in equipment owned and managed by the provider, and also if the Subscriber allows unauthorized intervention by third parties due to insufficient security of the Subscriber's operating premises.

3.6.19 The Provider shall ensure continuous monitoring of the Provider's network for the purposes of operation and maintenance of the DVPN Service and for the timely and correct identification of faults. Based on the information available from network monitoring, the Provider shall ensure interventions and operational measures in the Provider's network in order to maintain the parameters of the DVPN Service at the agreed quality. The Provider undertakes, under the conditions set out in this article of the SCS, to take corrective action so that the DVPN Service meets the technical parameters set out in Annex 2 – S – technical to the Framework Agreement.

3.6.20 The Provider guarantees compliance with the TTR and SA parameter limits specified in Annex 2 – S – technical for the DVPN Service under the following conditions:

a) The guarantee and evaluation of TTR and SA parameters are always linked to one specific DVPN Service Endpoint.

b) The duration of the failure does not include the time during which, in the event of a failure of the primary DVPN Service solution, its full-fledged backup solution was used with a transmission speed at least equal to that of the primary DVPN Service solution.

c) The calculation of SLA parameters does not include periods during which the provision of the DVPN Service was interrupted or the quality of the DVPN Service was reduced as a result of planned maintenance and failures for which the company is not responsible within the meaning of point 3.6.16 of the SCS.

3.6.21 The provider's contact point for reporting faults and resolving fault conditions is the Orange Customer Service Line, which is available 24/7. Telephone number: from another network +421 908 00 61 61. Mobile phone number: +421 908 908 908 or +421 905 905 905 (908 or 905 from the Orange network). The Orange customer service line is available 24/7.

3.6.22 Before the commencement of the provision of the DVPN Service, the Subscriber shall provide the Provider with a list of authorized persons entitled to communicate with the Provider. This list must contain the following information:

a) Business name / first and last name of the Subscriber,
b) Address of the Subscriber,
c) Company ID / Tax ID / Personal ID,
d) Phone number, email address,
e) First and last name of the authorized person,
f) Password (the Subscriber assigns a password to each authorized person).

3.6.23 The Subscriber's contact details for proactive reporting of faults identified by the network monitoring system to the Provider are listed in the List and must include the following information (only applicable if the parties have agreed to provide the Proactive Monitoring service):

a) Phone number for reporting faults via SMS;
b) Email address for reporting faults;
c) Phone number for reporting faults by telephone.

3.6.24 Any change in the contact information specified in sections 3.6.21 to 3.6.23 must be demonstrably notified to the other contracting party at least 2 working days prior to such change.

3.6.25 Discounts for failure to comply with guaranteed SLA parameters

a) In the event of failure to comply with the guaranteed SLA parameters for which the provider is responsible under the provisions of point 3.6.12, the provider undertakes to provide the Subscriber, upon written request, with a discount on the regular monthly fee for the provision of the DVPN Service in the monitored period according to the following table

SLA parameter	Exceedence value	Discount
For each exceedance of the guaranteed TTR parameter by each whole value of exceedance	1 hour	2% of the regular monthly fee for using the DVPN Service
For each exceedance of the guaranteed SA parameter by each whole value of exceedance	1 %	3% of the regular monthly fee for using the DVPN Service

b) The Subscriber may claim the discounts specified in letter a) of this point from the company only on the basis of a written request no later than 3 months after the fault has been rectified, after which the Subscriber's claim shall expire. Discounts are calculated from the regular monthly fee for those DVPN Service End Points that were directly affected by the exceeding of the guaranteed SLA parameter. The agreed discount amount expressed as a percentage specified in letter a) of this point is multiplied by the number of times the guaranteed SLA parameter was exceeded. The calculated discounts for individual non-compliance with individual SLA parameters expressed in euros are added up within the monitored period. The total percentage value of the discount for non-compliance with SLA parameters is limited to 100% of the regular monthly fee for those DVPN Service End Points (this amount does not include the rental fee for the provision of equipment according to Annex 2 – S – technical) that were directly affected by the exceeding of SLA parameters. The Subscriber may apply the total discount for non-compliance with the guaranteed SLA parameters in a single monitored period only once. If the duration of an individual failure exceeds two monitored periods, the TTR parameter is evaluated in the monitored period in which the failure is terminated.

c) The Contracting Parties agree that for the provision of the guaranteed parameters of the DVPN Service under letters a) and b) of this point above, the Subscriber undertakes to pay Orange a monthly fee in the amount specified in the table in Article 2 of Annex 1 - DVPN - product, which provides the DVPN Service.

3.6.26 Procedure for resolving malfunctions:

a) If the provider clearly identifies a fault in the provider's network, e.g. using a monitoring system, then even without prior notification by the Subscriber, the provider shall make every effort to identify and remedy the fault so as to minimize the impact of the fault on the end subscriber.

b) If a fault is detected by the Subscriber, the Subscriber's authorized representative shall notify the Provider's contact point defined in point 3.6.21 of the fault by telephone. This information must include the following details:
– Business name / first and last name of the Subscriber,

- Name and telephone number of the Subscriber's authorized representative reporting the fault,
- Password assigned to the Subscriber's authorized representative reporting the fault,
- Unique connection point identifier assigned by the provider (B2B login),
- Description of the fault, date and time of its occurrence.

c) After the Subscriber reports the fault, the responsible person at the provider shall record this report together with the time of reporting the fault in the provider's internal information system and assign a reference number to the fault, which shall be used in all further contacts related to the fault.

d) The start of the duration of the fault is considered to be the time when the fault is reported by the Subscriber. If, when identifying a fault reported by the Subscriber, the Provider finds that it is not a fault for which the Provider is responsible, then the time when the fault is reported by the Subscriber is not considered to be the start of the fault. In the case of proactive notification of a fault to the Subscriber, the start of the duration of the fault shall be deemed to be the time of reporting or confirmation of the fault by the Subscriber during telephone contact within the meaning of letter b) of this point.

e) The provider is entitled, if necessary, to request the Subscriber's assistance and cooperation in resolving the fault, in particular for the purpose of detecting the causes of the fault.

f) Any delay in remedying the fault resulting from the subscriber's refusal or failure to provide sufficient cooperation, or as a result of the provider's employees or employees authorized by the provider being denied access to the provider's equipment installed on the subscriber's premises, shall not be included in the duration of the fault.

g) After the Subscriber reports a fault, the Provider is obliged to commence activities related to the identification and removal of the fault without undue delay so that the guaranteed SLA parameters are met. The Provider undertakes to make every effort to diagnose the fault without delay, manage and coordinate the repair work so as to minimize the impact of the fault on the Subscriber.

h) After the fault has been rectified, an authorized employee of the provider shall inform the Subscriber's contact point by telephone that the fault has been rectified and the Service is in proper working order. This information must include the following details:

- The name and telephone number of the provider's employee who informs about the end of the fault,
- The fault reference number (if requested by the Subscriber),
- The unique identifier of the connection point assigned by the provider (B2B login),
- Time of fault repair (if requested by the Subscriber).

i) If the functionality of the Service is verified by the Subscriber, the Subscriber's authorized representative receiving the fault repair report shall confirm:
- The time of fault repair,
- The name and telephone number of the Subscriber's authorized representative confirming the fault repair,
- The restoration of Service operation.

j) If, after verification, the Subscriber finds that the fault persists, the Subscriber's authorized representative shall again inform the provider's contact point of this fact by telephone.

3.6.27 In order to ensure the highest technical level and quality of services provided, the provider performs regular maintenance of the technology used, hardware and software innovation, and infrastructure checks. This work is defined as planned work and maintenance and may cause an interruption in the provision of the Service. All planned work will be carried out by the provider strictly in accordance with the provider's internal regulations and rules so that the impact on the DVPN Service provided to the Subscriber is limited as much as possible. The Provider undertakes that the total cumulative duration of interruptions in the provision of the Service at a single connection point due to planned work shall not exceed 12 hours per year.

3.6.28 Before the commencement of the provision of the DVPN Service, the Subscriber shall provide the Provider with a list of authorized persons entitled to receive notifications of planned works and to comment on planned works, if this list differs from the list referred to in point 3.6.22. This list must contain the following information:
- Business name / first and last name of the Subscriber,
- Name and telephone number of the Subscriber's authorized representative,

– Password assigned to the Subscriber's authorized representative,
– Unique connection point identifier assigned by the provider (B2B login),
– Description of the fault, date and time of its occurrence.

3.6.29 In the case of planned work that could cause a deterioration in the quality of the DVPN Service provided or a temporary interruption in the provision of the DVPN Service, the provider shall inform the Subscriber of such a procedure no later than 4 calendar days before the date of the planned work. The subscriber has the right to express their opinion (approval or rejection) on the planned work no later than 2 calendar days from the date on which they were informed by the provider about the planned work.

3.7 Bulk SMS/MMS Service

3.7.1 The Subscriber undertakes to comply with the standards of the Bulk SMS/MMS Service set out in these SCS, Annex 1 – Bulk SMS/MMS – product and Annex 2 – Bulk SMS/MMS – technical.

3.7.2 The Subscriber is entitled to send via the Bulk SMS/MMS Service only information (i) that is expressly agreed in the contract with its customers or whose content arises from or is directly related to the contractual relationship between the Subscriber and its customers, (ii) which does not violate the laws of the Slovak Republic in terms of its content and form, (iii) whose content is not contrary to good morals or rules of decency (in particular, which is not offensive, harassing, or malicious in nature, and which is not of an alarming or threatening nature).

3.7.3 The Subscriber is entitled to send information via the Bulk SMS/MMS Service exclusively (i) to its customers with whom it has a contractual relationship (ii) to other persons, provided that they have a separate written agreement with these persons regarding the sending of such information or that they have written consent from them to send such information.

3.7.4 The Subscriber undertakes not to use the sending of SMS and MMS messages in accordance with Annex 1 – Bulk SMS/MMS – product and SCS for purposes other than those agreed in Annex 1 – Bulk SMS/MMS – product and these SCS. In particular, the Subscriber undertakes not to act in a manner that would be contrary to the provisions of Section 3(7) of Act No. 147/2001 Coll. on Advertising, as amended, and Section 116(3) of the Act, i.e. it will not use the Bulk SMS/MMS Service to send SMS and MMS messages that constitute advertising and unsolicited communication in the form of direct marketing, unless this has been agreed in advance and expressly approved by the Subscriber's customers or third parties whom the Subscriber wishes to contact. Orange hereby informs the Subscriber, in accordance with Section 116(13) of the Act, that the telephone number(s) assigned to the Subscriber may not be used for direct marketing purposes. For the purposes of Annex 1 – Bulk SMS/MMS – product, direct marketing means any form of presentation of goods or services in written or oral form, sent or presented via a publicly available service directly to one or more subscribers or users. For the purposes of this Annex 1 – Bulk SMS/MMS – product, the subscriber declares that Orange has demonstrably informed them, in connection with the provision of a telephone number and/or telephone numbers under the Contract, that the assigned telephone number and/or telephone numbers may not be used for direct marketing purposes.

3.7.5 The Subscriber undertakes not to use the Bulk SMS/MMS Service for the benefit of third parties or to mediate the provision of the Bulk SMS/MMS Service to third parties. The Subscriber shall not allow third parties to use Orange equipment or equipment leased from Orange, or to use services provided by or through the Subscriber on the basis of the Bulk SMS/MMS Service.

3.7.6 The Subscriber undertakes to establish a communication channel at its own expense prior to the activation of the Bulk SMS/MMS Service if the Bulk SMS/MMS Service is activated and provided in accordance with point 3.7.10 of these SCS and Orange is not also the provider of the communication channel. In the event of failure by the Subscriber to fulfill this obligation without the communication channel being established in another manner in accordance with Annex 1 – Bulk SMS/MMS – product, the Subscriber acknowledges that the Bulk SMS/MMS Service cannot be activated and provided by Orange.

3.7.7 Orange undertakes to ensure 24-hour operation of the Bulk SMS/MMS Service from 00:00 on the day following the date of mutual signing of the acceptance protocol in accordance with point 3.7.18 of the SCS.

3.7.8 When providing the Bulk SMS/MMS Service based on Annex 1 – Bulk SMS/MMS - product, the Contract, and Annex 1 – DVPN – product, Orange is obliged to provide a

communication channel for bulk sending and receiving of SMS and MMS messages to the relevant mobile phone numbers via its public electronic communications network.

3.7.9 Orange shall not be liable to the Subscriber or third parties for the content and form of data sent by the Subscriber via the agreed channel.

3.7.10 The Subscriber is obliged to ensure that the total revenue of all services provided by Orange on the basis of individual Contracts listed in Annex 1 – Bulk SMS/MMS – product (hereinafter referred to as the "Total minimum Revenue "). The Total Minimum Revenue does not include proportional parts of service prices and prices of services or performances that were provided to the Subscriber without an exclusive and direct connection to the given SIM card. In particular, the following shall not be considered an exclusive and direct connection: payments for the development of various technical solutions or payments not directly related to the use of public telephone services, or payments for third-party services (e.g., parking fees, donations and contributions, audiotex services, and other services with special rates, etc.) .

3.7.11 A breach of the Subscriber's obligation to ensure the Total Minimum Revenue in each billing period pursuant to Section 3.7.10 shall be considered a material breach of the Framework Agreement by the Subscriber, entitling Orange to withdraw from the Framework Agreement if the breach of this obligation occurs in more than two consecutive billing periods or in a total of more than three billing periods during the validity of Annex 1 – Bulk SMS/MMS – product to the Framework Agreement.

Activation process for the Bulk SMS/MMS Service

3.7.12 Bulk SMS/MMS service shall be activated for the Subscriber upon conclusion of Annex 1 – Bulk SMS/MMS – product and Agreement, provided that Orange is not also the provider of the communication channel for connecting the GAP client to Orange's GAP server.

3.7.13 If Orange is also the provider of the communication channel for connecting the GAP client to Orange's GAP server, the Bulk SMS/MMS Service will be activated for the Subscriber upon conclusion of the following contractual documents between the provider and the Subscriber

a) Annex 1 – Bulk SMS/MMS – product,
b) Contracts and
c) contracts for the establishment of Annex 1 – DVPN – product.

3.7.14 Given the general nature of the FA and Annex 1 – Bulk SMS/MMS – product, the Subscriber may be provided with several Bulk SMS/MMS Services on the basis of the FA and Annex 1 – Bulk SMS/MMS - product, based on the conclusion of individual Contracts, if the Subscriber concludes several Contracts at the same time as the FA and Annex 1 – Bulk SMS/MMS - product. The condition for using the Bulk SMS/MMS Service is the activation of a special Bulk SMS/MMS Service program, whereby individual numbers on the GAP server will be activated based on the conclusion of the Contract.

3.7.15 The Bulk SMS/MMS service will be provided to the Subscriber on the basis of Annex 1 – Bulk SMS/MMS - product, concluded Contract in accordance with point 3.7.10 of these SCS, provided that the Subscriber ensures the establishment of a communication channel or through Annex 1 – Bulk SMS/MMS - product, concluded Contract and a virtual private data network established by the provider based on Annex 1 – DVPN - product in the case of point 3.7.11 of the SCS.

Special provisions on trial operation of the Bulk SMS/MMS Service

3.7.16 The Contracting Parties agree that the Bulk SMS/MMS Service will be provided for a period of 2 months from the date of validity and effectiveness of Annex 1 – Bulk SMS/MMS - product and Contract (whereby the date of entry into force and effect of the latter of the above-mentioned contracts shall be deemed decisive for the commencement of trial operation) shall be tested by the Subscriber and Orange in trial operation. The trial operation will be free of charge and the Subscriber will only be connected to the test platform, being able to send SMS messages only to numbers agreed in advance with Orange. The list of numbers is provided in Annex A. Trial operation may also be terminated before the expiry of the agreed duration of trial operation under this point, based on the Subscriber's request for early termination of trial operation and, at the same time, a request for the signing of the Acceptance Protocol and the subsequent signing of the Acceptance Protocol.

3.7.17 The provision of the Bulk SMS/MMS Service is free of charge only during the trial operation of the Bulk SMS/MMS Service and until its termination. For each concluded Contract, the Subscriber is obliged to pay an activation fee in accordance with the Bulk SMS/MMS Service Price List (with the exception of those Contracts for which the contracting parties have agreed otherwise in Annex 1 – Bulk

SMS/MMS – product), in the event of acceptance of the functional solution of the Bulk SMS/MMS Service after the end of the trial operation, which the subscriber shall confirm by signing the Acceptance Protocol.

3.7.18 The Provider shall bill the price for activation of the Bulk SMS/MMS Service in accordance with the Bulk SMS/MMS Service Price List after the end of the trial operation and signing of the Acceptance Protocol on the basis of an invoice – tax document. The Contracting Parties agree that the fee for activating the Bulk SMS/MMS Service will be billed to the Subscriber and included in the invoice for the first billing period after signing the Acceptance Protocol in accordance with Section 3.7.15 of the OPS.

3.7.19 The contracting parties agree that the Subscriber is entitled to cancel the validity of Annex 1 – Bulk SMS/MMS – product before the end of the trial period by withdrawing from it on the basis of a written notice containing an explicit and definite expression of the Subscriber's will to withdraw from Annex 1 – Bulk SMS/MMS – product, delivered no later than within 5 working days from the agreed date of termination of the trial operation of Orange. Upon valid cancellation of Annex 1 – Bulk SMS/MMS – product by withdrawing from it in accordance with this point, Annex 1 – Bulk SMS/MMS - product shall be terminated on the day following the day on which a written notice of the Subscriber's intention to withdraw from Annex 1 – Bulk SMS/MMS - product is duly delivered to Orange. Withdrawal from Annex 1 – Bulk SMS/MMS – product in accordance with this point shall also terminate the validity and effectiveness of all Contracts concluded in connection with the provision of the Bulk SMS/MMS Service.

3.7.20 The Contracting Parties agree that if the Subscriber fails to duly deliver to Orange a written notice of withdrawal from Annex 1 – Bulk SMS/MMS – product as specified in point 3.7.17 of this Article, the validity of Annex 1 – Bulk SMS/MMS - product shall not be terminated and both Contracting Parties shall be obliged to continue to duly fulfill their obligations arising from Annex 1 – Bulk SMS/MMS - product. The Contracting Parties agree that immediately after the expiry of the trial period, the Contracting Parties shall sign the Acceptance Protocol. The signing of the Acceptance Protocol shall result in the provider, in the case of point 3.7.10 or point 3.7.11, providing the Subscriber with the Bulk SMS/MMS Service in accordance with the terms and conditions agreed in Annex 1 – Bulk SMS/MMS - product, in the Bulk SMS/MMS Service Price List.

3.7.21 During trial operation, the Subscriber is obliged to operate the GAP client, which will communicate with the GAP server on the Orange side, at its own expense and using its own IT resources. The Provider undertakes to provide the Subscriber with a description of the communication protocol and support in debugging the application during trial operation.

3.7.22 The Contracting Parties agree that if, during trial operation or immediately after the expiry of the agreed trial operation period pursuant to point 3.7.14, the Subscriber fails to sign the Acceptance Protocol, the validity and effectiveness of Annex 1 shall automatically expire. – Bulk SMS/MMS – product and the validity and effectiveness of all Contracts concluded in connection with the provision of the Bulk SMS/MMS Service shall automatically expire.

Liability for damages

3.7.23 If one of the contracting parties causes any damage to the other contracting party in relation to Annex 1 – Bulk SMS/MMS – product, liability for damages shall be governed and administered in accordance with § 373 et seq. of the Commercial Code, unless otherwise specified in the FA or Annex 1 – Bulk SMS/MMS – product.

3.7.24 The Subscriber acknowledges that the map of coverage by the relevant radio telephone signal, which is available at Orange sales outlets, shows areas where the relevant radio telephone signal is likely to be available. The Subscriber acknowledges that Orange does not guarantee that in areas marked on the map as covered by the relevant radio telephone signal, the Subscriber's customer will always be able to connect and have sufficient conditions to communicate with the Subscriber for the purpose of providing the Bulk SMS/MMS Service. The Subscriber acknowledges that Orange is responsible for the communication channel for connecting the GAP client to Orange's GAP server to the Subscriber only if Orange is also the provider of this communication channel, based on and to the extent specified in a separate agreement on the establishment of this communication channel (Annex 1 – DVPN – product). Orange is not responsible for the communication channel for connecting the GAP client to Orange's GAP server established and operated by the Subscriber.

3.7.25 The Subscriber acknowledges that damage may be caused to the customer, Subscriber, or third parties due to a failed connection, late,

repeated, or faulty delivery of SMS or MMS messages, which may be caused by a technical failure or other technical deficiency on the part of Orange. The Subscriber undertakes to take such measures governing its relationship with the customer in connection with the provision of Services as prevent the possibility of damage to the customer, Subscriber or third parties due to failed, delayed, repeated or faulty delivery of SMS or MMS messages. If the Subscriber fails to take the measures referred to in the previous sentence, or if the measures referred to in the previous sentence are insufficient or fail to prevent damage, the Subscriber shall be fully liable for any damage caused to the customer or the Subscriber due to failure to connect, late, repeated, or incorrect delivery of SMS or MMS messages. Orange undertakes to provide the Subscriber with the necessary cooperation within the scope of its technical capabilities in connection with the implementation of the above measures.

3.7.26 The contracting parties agree that Orange shall not be liable for any damage incurred by the customer, Subscriber, or third parties as a result of a failed connection or late, incorrect delivery, or non-delivery of SMS or MMS messages, particularly as a result of a malfunction, repairs, maintenance, restructuring, and expansion of Orange's public telecommunications network or part thereof, as well as the network operated by another operator or part thereof, or as a result of exceeding capacity limits. Orange is also not liable for damage caused by a failed connection or late, incorrect delivery or non-delivery of an SMS due to circumstances that exclude liability under the laws of the Slovak Republic. Orange is not liable for damage incurred by the customer, Subscriber, or third parties as a result of a failed connection or late, incorrect delivery, or non-delivery of SMS or MMS messages to the networks of other providers in Slovakia or abroad.

3.7.27 The Contracting Parties agree that the Subscriber shall take the above into account when forming procedures and processes for communication with customers within the framework of the service and other customer relations in such a way that these procedures and processes will minimize the risk of damage to customers in the performance of the service caused by a defect in the communication environment of the public electronic communications network. Orange undertakes to provide any cooperation in this matter requested by the Subscriber, as far as technically possible.

3.7.28 The subscriber acknowledges that the use of Orange's electronic communications services in the network of foreign or Slovak electronic communications service providers or when communicating with another subscriber who is in their network is only possible on condition that these are services whose use is permitted, supported and available by the relevant foreign or Slovak electronic communications service provider. If a foreign or Slovak electronic communications service provider does not provide SMS and MMS messaging services, or if these services are not available or supported on its network, the provider shall not be liable for the provision of services under Annex 1 – Bulk SMS/MMS - product to the Subscriber's customer who is located in the network of such a provider of electronic communications services.

3.7.29 The Subscriber acknowledges that Orange shall not be liable to the Subscriber for any increased costs incurred by the Subscriber as a result of the provision of the number portability service, unless such costs are caused by incorrect information provided by the Subscriber regarding the affiliation of the number to a specific network.

Service Services

3.7.30 Orange reserves the right to shut down the system for maintenance and renewal. Orange is obliged to notify the Subscriber at least 3 days in advance of any planned intervention by Orange that will result in system downtime.

3.7.31 The Subscriber undertakes to report system failures by telephone to the Orange contact person.

3.7.32 For the resolution of technical issues, the contact person on the part of Orange is the person specified in Article 4 Contact Persons of Annex 1 – Bulk SMS/MMS – product, and on the part of the Subscriber, the contact person specified in Article 4 Contact Persons of Annex 1 – Bulk SMS/MMS – product.

3.7.33 The contact persons during trial operation on the part of the provider and the Subscriber are the persons specified in Article 4 Contact Persons of Annex 1 – Bulk SMS/MMS – product.

Article 4
Principles of correct use of the Services

4.1 The Subscriber shall not abuse the Services. Subscriber shall comply with the principles set out in this Article 4 (hereinafter referred to as the "**Principles**").

4.2 The Subscriber undertakes not to use the Services in a manner contrary to good morals, in an unlawful manner, in contravention of the Framework Contract and its individual Annexes 1 – S – product as well as Annexes 2 – S – technical, in contravention of the Contracts, these SCS, the General conditions for the provision of public electronic communication services through the public mobile network of Orange Slovensko, a. s. as well as other general terms and conditions issued and published by Orange or in such a way that would or could result in a reduced quality of use of the Services for other subscribers of Orange.

4.3 The Subscriber undertakes to use the Services solely for its own need and in the way set out in the Framework Contract and its Annexes, these SCS, in the Contract and the General conditions for the provision of public electronic communication services through the public mobile network of Orange Slovensko, a. s. as well as other general terms and conditions issued and published by Orange to the extent in which the provision of the Services is governed thereby. The Subscriber undertakes not to provide the Services to other persons nor intermediate the provision of the Services to third parties without the prior written consent of Orange, even free of charge, unless otherwise provided for in the Framework Contract.

4.4 The Subscriber shall use the Services fairly, including those services or parts thereof that are marked as unlimited, endless, non-stop, and the like. The obligation to comply with the fair use criterion does not constitute any determination of the exact time or volume limits for the use of the Services. The fair use criterion for the use of the Services by means of the particular SIM card included in the VPN is determined depending on the average level of use of similar Services by other subscribers of Orange through SIM cards assigned to them. The use of the Service by the Subscriber through the particular SIM card shall be considered fair if it considerably exceeds the average level of use of similar Services by other subscribers of Orange through SIM cards assigned to them.

4.5 The Subscriber shall not be entitled to use the SIM cards included in the Service in GSM gateways. A breach of this provision shall be considered a material breach of the Framework Contract.

4.6 If the Subscriber breaches any of the Principles via any or even one SIM card, Orange shall be entitled to notify the Subscriber thereof even after the first breach by phone, e-mail or in writing. The notification of the Subscriber shall also be deemed to be the notification of such a Subscriber to whom the SIM card through which the Principle has been breached is registered.

4.7 After a repeated (second and subsequent) breach of the Principles, while it does not have to be a repeated breach of the same Principle or a breach of the Principles via the same SIM card, the contracting parties have agreed that the Subscriber shall lose the entitlement to discounts on the prices, benefits and price advantages set out in paragraph 3 in the relevant product Annex to the Framework Contract, whereas Orange shall be entitled to payment of the full prices (excluding discounts, benefits and price advantages) vis-à-vis the Subscriber as of the first day of the billing period following the billing period in which the second (or subsequent) breach of the Principles occurred. The loss of entitlement to discounts on the prices, benefits and price advantages on the part of the Subscriber and the entitlement of Orange to charge the Subscriber the full price shall arise in respect of all SIM cards allocated to the Subscriber who has breached the Principles. Orange may unilaterally decide to exercise the right to charge full prices only in respect of the SIM cards through which the Principles have been breached.

4.8 The loss of entitlement to discounts on the prices, benefits and price advantages under clause 4.7 on the part of the Subscriber and the right of Orange to charge the Subscriber the full prices shall be temporary and shall last for a period of 12 calendar months, unless the contracting parties agree otherwise (hereinafter referred to as the “Temporary period”). Upon expiry of the Temporary period, Subscriber’s entitlement to discounts, benefits and price advantages shall be restored.

4.9 If, after the first notification according to clause 4.6 hereof, the Subscriber continues to be in breach of the Principles of which it was notified, such a continued breach of the Principles shall be considered to be a repeated breach of the Principles according to clause 4.7 hereof. The entitlement of Orange to apply full pricing under clause 4.7 hereof shall apply each time a breach of any of the Principles occurs. The entitlement of Orange to temporarily suspend or restrict the provision of the Services as well as Orange’s right to withdraw from the Framework Contract shall not be affected thereby.

Article 5
Confidentiality Obligation and the Delivering

5.1 In compliance with the Section 17 and seq. and Section 271 of the Commercial Code, the contracting parties have agreed in the Framework Contract to maintain confidentiality with respect to the Subject Matter of Confidentiality. The Subject matter of confidentiality may be disclosed or otherwise made available to a third party only subject to a written consent of the other contracting party or if the obligation to disclose or otherwise make available the Subject Matter of Confidentiality or part thereof to a third party is set forth by a generally binding legal regulation valid in the Slovak Republic, provided that the Subject Matter of Confidentiality was made available to the extent and in the manner not exceeding the extent and manner of disclosure as required by such generally binding legal regulation.

5.2 The breach of the obligation to maintain confidentiality of the Subject Matter of Confidentiality shall not apply to the publication or other disclosure of the Subject Matter of Confidentiality in the case when such data or other facts forming part of the Subject of confidentiality are publicly known or available from other generally available sources. The disclosure of the Subject Matter of Confidentiality to a third party shall not be considered to constitute a breach of the obligation to maintain confidentiality of the Subject Matter of Confidentiality if the contracting party that made such data or other facts available to a third party can demonstrate that it has obtained the data or other facts in accordance with the applicable legal regulations otherwise than in connection with the conclusion or implementation of the Framework Contract. The disclosure of the Subject Matter of Confidentiality to the extent necessary to a third party by which the Party fulfils its obligations hereunder or exercises its rights under the Framework Contract or which otherwise participates in the performance of obligations or exercising rights under the Framework Contract, with that Party's knowledge, shall not be considered to constitute a breach of the obligation to maintain confidentiality of the Subject Matter of Confidentiality.

5.3 The contracting parties shall be obliged to ensure that the obligation to maintain confidentiality under the preceding provisions of this paragraph is also observed by their employees, even after the termination of their employment with the contracting party. Either contracting party shall be obliged to bind its contractors participating in the performance under the Framework Contract to the obligation of confidentiality to the same extent.

5.4 The contracting parties have agreed that all documents relating to the Framework Contract shall be sent to the address indicated by the contracting party as the address of its registered office in the relevant register. A document shall be deemed to have been received after 10 days from the date of its dispatch if it is sent to the contracting party by registered post. A document pursuant to this clause shall be deemed to have been received on the tenth day from the date of its dispatch even if it is returned to the sender as undelivered (and it is irrelevant for what reason) or even if the addressee does not learn about it.

Article 6
Liability for Damage, Force Majeure

6.1 Force Majeure shall mean, in particular, natural or elementary disasters, terrorist attacks, explosions, cave-ins, interruption or cutting of a fibre-optic cable, lightning strikes, civil disturbances or uprisings, military operations or national defence alert, restrictions and other acts of state or public administration, sabotage, strikes, other events of special intensity, if they are circumstances excluding the liability under generally binding legal regulations of the Slovak Republic.

6.2 Each of the contracting parties shall be liable for damage caused as a result of a breach of its obligations under the Contract, Framework Contract and its Annexes, the Act and other legal regulations to the extent provided by the Act, unless the contracting party proves that the breach of obligations was caused by circumstances excluding liability according to Section 374 of the Commercial Code.

6.3 If a contractual penalty is agreed in the Framework Contract or its Annexes for a breach of an obligation by the Subscriber, the contracting parties have agreed that the payment of any contractual penalty under the Framework Contract and its Annexes shall not terminate Orange's right to damages to the extent exceeding the contractual penalty.

6.4 If Orange provides to the Subscriber the end telecommunication equipment necessary for the proper provision of the Service, Orange shall remove any deficiencies that occur on the Subscriber's end telecommunication equipment which is under the management of Orange within the reasonable time periods according to the extent and nature of the deficiency or fault on the end telecommunication equipment; the provisions shall apply mutatis mutandis.

Article 7
Anti-Corruption Policy and CSR Rules

7.1 The development of Orange and Subscriber is founded on a set of values and principles outlined for Orange, specifically, in its Code of Ethics and Anti-Corruption Policy, available on the Orange corporate website (www.orange.com or https://gallery.orange.com/rse#v=d20662f2-c8b6-43ba-ae0b-54fe33bcbd0c).

7.2 These texts reflect the commitment by the Parties to comply with legal and regulatory provisions linked to their business. In this regard, the Parties agree to comply with:

(i) all legal and regulatory provisions in terms of combatting corruption and influence peddling, notably including, the French criminal code, law no. 2016-1691 of December 9, 2016 regarding transparency, the fight against corruption and the modernization of the economy (the "Sapin 2 Law"), the US Foreign Corrupt Practices Act, the UK Bribery Act, and any other legislation or regulation against corruption which is applicable in connection with the Framework Contract,
(ii) national, European and international legal and regulatory provisions in terms of international economic sanctions (hereinafter "**the Economic Sanctions**"), specifically including embargoes, bans and/or restrictions against certain countries, individuals or entities, when applicable, notably those issued by the United Nations, European Union, its Member States or the United States,
(i) and (ii) hereinafter the "**Compliance Rules**".

7.3 Each Party represents and warrants that it, its officers, its representatives and its "primary shareholders and/or primary beneficiaries" (defined for the purposes of the Framework Contract as any individual or legal entity which directly or indirectly holds more than 50% of voting rights in one of the Parties, either individually or jointly, or which directly or indirectly controls it, individually or jointly) are not subject to Economic Sanctions.

7.4 In the event of a modification of the legislative and/or regulatory framework, as well as any judicial decision or any ruling by an authority responsible for enforcing the Compliance Rules which could require an amendment of the Framework Contract in view of the Compliance Rules, the Parties undertake, if this amendment is possible, to discuss it in good faith, and to reach an agreement within one month.

7.5 Each Party warrants that it :
- has effectively implemented and maintains appropriate prevention, detection and remedial measures, including, with its officers, employees, representatives, and controlled companies involved in the contract fulfillment, notably, in order to comply with the Compliance Rules,
- ensures that its subcontractors, suppliers and other business partners in connection with the Framework Contract agree to comply with the Compliance Rules.

7.6 Each Party undertakes to:
- promptly grant the other Party's requests in relation to evidence of application of the aforementioned measures at any time,
- inform the other Party of remedial measures put in place to observe the Compliance Rules, if the other Party is aware of an infringement of these Compliance Rules (by itself or any of the aforementioned people), and requests them.

7.7 If one of the Parties fails to comply with the Compliance Rules and/or the commitments indicated above, the other Party may suspend or terminate the Framework Contract pursuant to the provisions in the "Withdrawal from the FC and Termination of the FC" article of the Framework Contract.

7.8 **Compliance with CSR Rules** – Each Party undertakes to comply, and to require its co-contractors, subcontractors and any legal person under its control to comply with the applicable national, European and international rules on ethical standards and responsible behavior, including but not limited to rules relating to human rights, environmental protection, human health, human safety and sustainable development, the guiding principles of the OECD, those of the United Nations and ILO standards (hereinafter referred to as the "**CSR Rules**"). Within this framework, each Party undertakes in particular, and requires its co-contractors, subcontractors and any legal person under its control, (i) not to resort modern slavery, child labor as defined by ILO-IPEC and trafficking in human beings and (ii) to combat all forms of discrimination.

7.9 Furthermore, in accordance with French law n°2017-399 of 27 March 2017 relating to the duty of vigilance of parent companies and ordering companies, the Parties undertake not to violate human rights, the health and safety of persons and the environment in the exercise of their activities.

7.10 **Reporting** – Each Party undertakes at first request to provide the other Party with all information and data necessary for the purposes of (i) complying with any legal reporting obligations and (ii) implementing the CSR Rules.

7.11 **Assessment** - In order to guarantee compliance with the CSR Rules throughout the duration of the Framework Contract, the Parties undertake to comply at any time with requests from one of the Parties to obtain from the other Party all the elements justifying its compliance with the CSR Rules. Each of the Parties undertakes to promptly notify the other Party of any violation of the CSR Rules of which it becomes aware, and the latter shall implement all appropriate means to remedy such violation as soon as possible and to inform the Party which notified the breach of the violation of the corrective actions taken.

7.12 **Termination** - In the event of non-compliance by one of the Parties with the Rules and undertakings referred to above, the other Party may terminate the Framework Contract in accordance with the provisions of the Article " Withdrawal from the FC and Termination of the FC" of the Contract.

Article 8
Certain Rights and Obligations of the Subscriber and Orange under the Act and the Consequences of Their Application to the Framework Contract

8.1 Orange shall inform the Subscriber on a durable medium (by letter, e-mail or via the My Orange app) before the automatic prolongation of Annex 1 – S – product concluded for a definite period, if such automatic prolongation is agreed, no later than six weeks before the expiry of the period for which the Annex 1 was concluded, of the date of expiry of the period for which the Annex 1 – S – product was concluded and of the manner in which the Framework Contract may be withdrawn with a one (1) month withdrawal notice period; in such a case, the withdrawal notice period referred to in the second sentence of Article 3 (3) of the Framework Contract shall not apply. Along with the information pursuant to the previous sentence, Orange shall also provide the Subscriber with information on the most favourable tariffs for the Services provided to the Subscriber by Orange. Orange shall subsequently provide the Subscriber with the above information on an annual basis.

8.2 The Subscriber acknowledges that the conditions for the provision of services under the Framework Contract, including the discounts and other benefits rendered to the Subscriber in individual Annexes 1 – S – product to the Framework Contract, are or will be agreed between the contracting parties in conjunction with the Subscriber's obligation to comply with the agreed volume commitments and other criteria, including, for instance, the obligation to attain the minimum monthly revenue, namely for the entire duration of the Period of Service according to the individual Annex 1 – S – product. The Subscriber also acknowledges that acceptance of its commitment to meet the minimum monthly revenue during the whole Period of Service is a decisive prerequisite to Orange for incurring the costs for establishment of the technical solutions, which are necessary for the provision of the Services to the Subscriber. Therefore, the contracting parties have agreed that if the Framework Contract or any part thereof is terminated prior to the due expiry of the Period of Service pursuant to the individual Annex 1 – S – product, as a result of (i) Orange exercising its right to terminate the Framework Contract pursuant to Article 2 (5) of this Framework Contract or (ii) the Subscriber exercising its right to withdrawal from the Framework Contract pursuant to the Act, the Subscriber shall compensate Orange a proportionate part of the actual costs incurred in establishing the technical solution, determined by the product of the amount of the costs and the ratio of the number of full calendar months by which the Period of Service was prematurely terminated to the number of full calendar months of the agreed Period of Service according to the Annex 1 concerned, to the maximum extent permitted by the Act.

8.3 The validity of the individual contracts for the provision of public services concluded between Orange and the Subscriber shall not be terminated upon the termination of the Framework Contract.

Article 9
Final Provisions

9.1 These SCS fully replace the previously valid and effective SCS. These SCS become valid and effective on September 4, 2025.

9.2 Orange reserves the right to unilaterally supplement and modify these SCS or, at its sole discretion, to issue the SCS as a new document, in particular due to the development of new services or the discontinuation of support for older services. The new or modified SCS shall take effect no sooner than upon the expiry of 30 days from the date they were published on Orange's website, and as of the aforementioned date, they shall become a binding part of this FC, without prejudice to Subscriber's right of withdrawal under the Act.