

**GENERAL CONTRACT TERMS**  
**Türk Telekom International AT GmbH**

**(HEREINAFTER: THE 'GCT')**

**1. SUBJECT MATTER**

- 1.1 The Service Provider shall provide telecommunication services (hereinafter: the "Service") in accordance with the technical solution specified in the Order Form (hereinafter: the "OF").
- 1.2 The OF may include specific conditions such as addressing specific tax, regulatory or other requirements in connection with offering the Service to or from a specific country.
- 1.3 The GCT, OF and Annex 1 together constitutes the entire agreement between the Parties (GCT, OF and Annex 1 hereinafter jointly: the "Agreement").
- 1.4 The Customer agrees that the Service Provider is entitled to perform its obligations by using third party subcontractors. The Service Provider shall also be entitled to perform the Service in part or in its entirety by means of using other service providers' services. Regardless that the Service Provider uses third party subcontractors the Service Provider will be responsible for the provision of the Service.

**2. TERM OF THE SERVICE**

- 2.1 The Service will be provided for an initial period as determined in the OF, starting on the date of Acceptance as specified in Section 7 (hereinafter: the "Initial Term").
- 2.2 Unless any of the Parties requests otherwise at least one month before the expiry date of the Initial Term, the Agreement shall automatically be extended with 30-day-periods on a rolling basis until any of the Parties terminates the Service with 30 days written notice delivered to the other Party.

**3. CUSTOMER CARE, FAULT REPORTS**

- 3.1 Service Provider shall maintain a Network Operations Center (hereinafter: the "NOC"); e-mail: noc@turktelekomint.com, tel.: +43 1 699 9408 202 that shall be responsible for handling fault reports.

Faults and complaints shall be reported in the first place to the NOC. The NOC will create the Trouble Ticket (hereinafter: the „TT") automatically for the fault and send the TT number to the Customer. The NOC will follow up the TT's lifecycle, and give feedback to the Customer if requested. If the Customer is not satisfied with the performance of the NOC, the Customer may escalate to a higher level.

- 3.2 The Customer shall only be entitled to escalate to a higher level according to the following escalation procedure

after 4 (four) hours from the time of reporting as specified in Section 3.3 below.

- a) The Customer shall contact the NOC Supervisor (e-mail: noc.supervisor@turktelekomint.com, tel.: +43 1 699 9408 212), if it is not satisfied with the ongoing troubleshooting activities. Customer shall also be entitled to contact the NOC Supervisor, if the regular feedbacks are missing, or the response of the NOC to the fault report is insufficient or inaccurate. The NOC Supervisor will find the appropriate escalation points and trigger them to make the troubleshooting more efficient, and/or to improve the communication with the Customer.
- b) The Customer shall contact the Service Manager (e-mail: service.manager@turktelekomint.com, tel.: +43 676 5200 566), if it is not satisfied with the result of the escalation at the NOC Supervisor, or according to the information received from the NOC Supervisor further technical inquiry is needed from a third party network provider.
- c) The Customer may contact the International Technical Operations Director (e-mail: operations.director@turktelekomint.com, tel.: +36 70 451 6182) in all cases, when the highest escalation level is needed.
- 3.3 On behalf of the Customer the person(s) indicated in Section 2 of the OF may report technical faults 24 hours a day, seven days a week. Technical faults may be reported by calling the phone number of the NOC or by electronic mail to the same. If the trouble is reported by electronic mail, the time by which the Service Provider confirms the receipt of the electronic mail shall be regarded as the time of report.
- 3.4 The Service Provider shall record each time period when the Service is down by opening a TT. TT shall indicate the start date, the duration of service outage and the circumstances of repair. The Service Provider shall open a new TT within 15 minutes of receiving a trouble report. TT shall be closed upon the restoration of the Service.
- 3.5 The Service Provider shall repair any troubles reported in the manner as specified in Section 3.3 herein within the time period indicated in Section 3. of the OF. The duration of repairing shall be the time passed between the fault reporting and the completion of fault repair.
- 3.6 Service Provider warrants that the availability of the provided Service will fulfill the requirements indicated in Annex 1.
- 3.7 Service Provider shall periodically maintain its network in the standard maintenance window that is defined from 0:00 to 6:00 CET on working days. Service Provider shall inform the Customer within 5 working days before starting any planned maintenance which may affect the quality of the Service. The planned maintenance shall not be deemed as an outage of the Service and shall not be calculated in the availability.

#### 4. FEES, PAYMENT CONDITIONS

- 4.1. The Customer must pay installation fee and monthly service fee as defined in the OF.
- 4.2. The Service Provider shall issue an invoice for the monthly service fee on the first day of the month at the earliest. The Service Provider shall invoice the first, partial monthly service fee, proportionate to the actual Service usage, following the delivery of the Service.
- 4.3. The Customer shall pay the invoice within 30 (thirty) calendar days from the date of invoicing by bank transfer to the bank account number indicated on the invoice. The Customer shall pay the undisputed invoices in full without any deduction or set-off.
- 4.4. The installation fee shall be paid following the implementation of the Service, together with the monthly fee for the first partial monthly service fee.
- 4.5. The Service Provider shall impose default interest, if Customer fails to pay any of the fees indicated on the invoice by the payment date. The amount of default interest shall be calculated for the outstanding amount at a rate of EURIBOR + 6 % p.a.
- 4.6. If the Customer fails to pay an invoice the Service Provider is entitled to suspend providing the Service if the payment delay exceeds 30 (thirty) days. If the Customer settles the invoice during the suspension period, the Service Provider ensures that the provision of the Service recommences at the earliest possible time. The suspension lasts (a) until the payment of the outstanding invoice; or (b) until the last day of termination notice. If the Service has been suspended during the Initial Term, the Customer shall continue to pay the fees and charges in respect of the Service until the end of the Initial Term. The suspension of the Service shall be without prejudice to any other rights and remedies of the Service Provider under the Agreement and applicable law.

#### 5. SERVICE LEVELS, SERVICE CREDITS

- 5.1 If the Service Provider fails to meet the agreed service parameters (SLA, availability ratio) as defined in Annex 1, it shall issue a credit note to the Customer (hereinafter: the "Service Credits") in accordance with the provisions set out in Annex 1. Service Provider shall not be obliged to provide Service Credits to the Customer as long as the Customer is in default with any of its payment obligations.
- 5.2 In respect of the average availability of the Service the following cases shall not be considered as service outage:
  - a) scheduled maintenance reported in advance;
  - b) failure of Customer's equipment;
  - c) CE router re-loads;
  - d) outages caused by Customer;
  - e) improper use of the Service by Customer;
  - f) Force majeure events as specified under Section 14;

- g) any failure of keeping safely the Service Provider's Equipment as described under Section 6.

- 5.3 Notwithstanding anything to the contrary set forth herein, the Customer acknowledges and agrees that the Service Credits described herein shall be the sole and exclusive remedy of the Customer in connection with any outages, unavailability or breach by Service Provider of the SLA.

#### 6. INSTALLATION AT THIRD PARTY LOCATIONS

- 6.1 When it is necessary to obtain permission of a third party for connecting the Service, or installation of cables, patches and/or equipment (hereinafter: the "Equipment"), at the Customer or third party premises, the Customer must ensure the obtaining of all necessary consents or permissions prior to the agreed date of installation.
- 6.2 The Service Provider shall have no liability for any delay if the Customer fails to obtain such consents or permissions.
- 6.3 If the Customer fails to keep or handle the Equipment safely or it shall not exercise due care, the Service Provider will be entitled to suspend the Service as set out in Section 4.6.
- 6.4 If the Customer fails to make payments or jeopardize the safety of the Equipment, the Service Provider is entitled to take down and dispatch the Equipment without prior notice and/or permission of the Customer or the owner/user of the premises.

#### 7. ACCEPTANCE OF SERVICE

- 7.1 The Service Provider shall perform an acceptance test for the Service. Based on the tests performed by the Service Provider an acceptance certificate (hereinafter: the "Acceptance Certificate") will be issued and sent to the Customer. The Acceptance Certificate shall testify that the Service meets the quality parameters specified in the Agreement.
- 7.2 The Customer may raise objections with regard to the contents of the Acceptance Certificate within three (3) working days. If Customer fails to meet this deadline, the acceptance shall be deemed properly concluded on the issue date of the Acceptance Certificate. If the Customer raises objections as to the contents (quality of service) of the Acceptance Certificate, Service Provider shall identify the reason of the objection and if necessary fix it within 7 (seven) days following which it shall confirm compliance with the parameters by repeated tests. The Service Provider shall send electronically (e-mail) the Acceptance Certificate reflecting such repeated tests to the Customer (and send by mail with return receipt if requested). The Service shall be regarded as accepted as of the date of such Acceptance Certificate. Acceptance shall not be rejected, if the Service meets the technical parameters set out in the Agreement.

7.3 The Customer's obligation to pay the fees for the Service shall start as of the date of Acceptance Certificate.

## **8. LIMITATION OF LIABILITY**

8.1 The liability of Service Provider for damages arising out of or in connection with the performance of the Service rendered to the Customer shall be limited to willful misconduct or gross negligence and limited to the maximum amount of the monthly service fee per damaging incidents.

8.2 The Service Provider shall not be liable to the Customer for loss of profit, cost of replacement of lost data, loss of revenue or loss of business opportunity as well as any other indirect or consequential damages or losses caused or arising from any breach or failure by the Service Provider to perform any of its obligations under the Agreement.

8.3 The Service Provider shall have no obligation to pay for the damages which occurred as a result of the Customer's failure making reasonable efforts to avoid or mitigate the damages.

## **9. ASSIGNMENT**

9.1 The Service Provider is entitled to transfer the Agreement to any of its affiliated companies without the prior consent of the Customer. Affiliated company means the entity that is the controlling entity, the controlled entity or the entity that is under common control with the entity. This Agreement shall be binding on the respective successors and permitted assignees of the Parties.

## **10. TERMINATION**

10.1 None of the Parties may terminate the OF and/or the Agreement during the Initial Term without cause.

10.2 The Service Provider may terminate any OF or the Agreement at any time during the Initial Term if the Customer:

- a) fails to make any payment due for more than 8 (eight) days after the delivery of a written reminder;
- b) becomes insolvent or proceedings have been commenced for its dissolution, liquidation, or winding up whether voluntary or otherwise; or
- c) is in material breach of the Agreement, which breach is not remedied within 15 (fifteen) days after the delivery of a written notice of the Service Provider.

10.3 If Service Provider terminates the OF and/or Agreement during the Initial Term for any of the reasons set out in section 10.2, Customer must pay the monthly fees until the end of the Initial Term in a lump sum. The lump sum payment shall become immediately due and payable to the Service Provider.

10.4 The Customer may terminate the OF and/or the Agreement at any time, if Service Provider is in material breach and such breach is not remedied within 15 (fifteen) days after the delivery of a written notice of the Customer. For the avoidance of doubt, the Customer acknowledges and agrees that in respect of the Service availability only the Service Provider's failure to provide the Service on the committed service availability for at least three (3) consecutive months shall be a breach of a material obligation under this Agreement.

## **11. REFERENCE TO CUSTOMER**

11.1 The Customer grants the right to Service Provider for referring to Customer as its customer in compilations, marketing materials and bidding documents etc. Such marketing materials may take the form of electronic or printed brochures, leaflets, company overviews or other types of advertising.

## **12. CONFIDENTIALITY**

12.1 This Agreement, and any information disclosed by a Party to the other Party directly or indirectly as a result of this Agreement shall be held strictly confidential and may not be released to a third party without the written authorization of the Party disclosing the information. These obligations shall not apply to such information:

- a) which is publicly available by any means other than improper action on the part of the recipient of such information, or
- b) which has been published prior to the date of the Agreement, or
- c) which is already disclosed to the party receiving the information and is not subject to a confidentiality agreement between the parties, on the condition that this fact be made known to the other party at the time of the disclosure, or
- d) which has been received through third parties without restrictions and without involving a breach of this Agreement, or
- e) which has been independently developed by the recipient party, or
- f) which is revealed as a result of a requirement of a competent authority, but only to the extent as strictly ordered by the authority.

12.2 Any information which is confidential under this Agreement may be disclosed only to such of the employees, consultants and subcontractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have statutory or contractual secrecy obligations vis-a-vis the receiving party.

## **13. LANGUAGE**

13.1 This Agreement has been drawn up in English language, which shall be the controlling language in all respects. Any translation of this Agreement into any other language shall serve only convenience and understanding purposes without having any binding effect.

#### **14. FORCE MAJEURE**

14.1 The Service Provider shall have no any liability to the Customer for any failure to perform, or delay in performing the Service under this Agreement if it is caused by an Event of Force Majeure (as defined hereafter). "Event of Force Majeure" shall mean events such as, war or warlike hostilities, mobilization or general military call-up, acts of nature, civil war, revolution, rebellion, insurrection or riots, sabotage and any strike or labor action, sea cable cuts and any other circumstances of similar exceptional character and far-reaching influence, provided that any such event is beyond the control of the Party, its sub-contractors and suppliers.

14.2 If the Service Provider is temporarily rendered unable by any Event of Force Majeure, wholly or in part to perform the Service the Service Provider shall give notice with full particulars in writing of the Event of Force Majeure to the Customer within fourteen (14) days after the occurrence thereof. The performance of the Service shall be resumed as soon as practicable after such Event of Force Majeure has come to an end or ceased to exist.

14.3 Neither Party shall have any claim against the other in respect of non-performance or delay in performance caused by Event of Force Majeure.

#### **15. GOVERNING LAW, JURISDICTION**

15.1 In addition to the terms specified in this Agreement, the Service shall be subject to all local mandatory legal requirements.

15.2 This Agreement (including any non-contractual obligations arising in relation to it) shall be construed under, governed by, and enforced in accordance with substantive laws of Austria.

15.3 All disputes or claims arising out of or in connection with this Agreement including disputes relating to its validity, breach, termination or nullity which are not resolved amicable shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or three arbitrators appointed in accordance with these Rules. The language to be used in the arbitral proceedings shall be English.

#### **16. WAIVER, SURVIVAL OF RIGHTS**

16.1 A delay or omission by either Party to exercise or enforce any right under the Agreement shall not be construed to be a waiver of any such right nor it shall operate so as to bar the exercising or enforcement thereof at any time or times thereafter.

16.2 The rights and obligations of the Parties, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement shall survive such termination, cancellation or expiration.

#### **17. EFFECTIVE DATE, ENTIRE AGREEMENT, AMENDMENTS**

17.1 The Agreement shall be valid and effective on the day of signing. By signing the OF, Customer accepts the terms and conditions set out in this GCT including Annex 1.

17.2 This Agreement supersedes all prior oral or written understandings between the Parties with respect to the subject matter hereof and constitute the entire agreement between the Parties with respect to such subject matter.

17.3 Any changes or amendments to the OF shall be valid and enforceable only if it's made in writing and signed by the representatives of both Parties.

#### **18. SEVERABILITY**

18.1 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. If an essential and material element of this Agreement is or becomes invalid, the Parties shall promptly negotiate a replacement provision, which reflects as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

These General Contract Terms shall be applicable to any service provided by Service Provider if the Parties do not agree on individual contractual terms.

