

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES AND PRODUCTS - (hereinafter also referred to as the GTC)

### 1. SCOPE

**1.1.** These general terms and conditions apply to the provision of services and products by Combridge S.R.L., as Provider, to its Beneficiaries (clients). They form, together with the documents specified in section 2.1. (hereinafter referred to as the Contract), the agreement between the parties and will apply exclusively between the parties.

**1.2.** The issuance of an order is the express acceptance by the Beneficiary (Client) of the Contract with all its components and the agreement with all the obligations provided in it.

The Beneficiary expressly accepts that signing the order is sufficient for giving rise to the contractual relationship, without the need to sign other documents of the Contract, including these GTC. The Beneficiary may request at any time during the performance of the Contract to be sent these GTC via email.

**1.3.** Only orders agreed in writing by the Provider and the Beneficiary, including by email or fax, are considered valid and binding for the parties.

### 2. COMPONENTS OF THE CONTRACT

**2.1.** The following documents are part of the Contract between the Beneficiary and the Provider, being as a whole the Contract

1. The Order - form made available by the Provider
2. The General Terms and Conditions for the Provision of Services and Products - GTC
3. Annex 1 The GTC - Technical Specifications for Products and Services
4. Acceptance Protocol

### 3. DEFINITIONS

**3.1.** In this Contract, the terms below will have the following meanings:

**3.2. Provider - Combridge S.R.L.**, seated in Str. 1 Decembrie 1918, Parter Comercial, Nr. VI, Bl. 6, Sfântu Gheorghe, Jud. Covasna, place of business in București, Calea Victoriei, Nr. 155, Bl. D1, Tronson 6, Etaj 1, Sector 1, Trade Register number J14/126/2003, VAT Reg. No. RO14601183, personal data controller registered under no. 2583, tel. +4031/080.0200, fax +4031/080.0201, email: office@combridge.ro

**3.3. Beneficiary** - The client, legal person the identification data of which is provided in the Order, to which Combridge provides the Services and products specified in the Order;

**3.4. Order** - the request sent by the Beneficiary to the Provider, requesting the purchase of products/services, under the conditions provided in the Contract;

**3.5. Product** - the Product purchased by the Beneficiary from the Provider, specified in the Order, the description of which is included in the Specifications;

**3.6. Service** - the Service purchased by the Beneficiary from the Provider, specified in the Order, the description of which is included in the Specifications;

**3.7. Equipment** - the equipment enabling the Beneficiary to use the Service and which may be owned by the Provider (or its partners) and sold or handed over in custody to the Beneficiary or which may be owned by the Beneficiary (it may be used only with the Provider's consent in this case);

**3.8. Acceptance Protocol** - the document signed by both parties confirming the provision of the Service/Product, according to the details specified in the Order and the Specifications;

**3.9. Price** - the charges payable by the Beneficiary for the purchase of the Service/Product, as detailed in the Order;

**3.10. Termination Point** - a location where equipment owned by either party is installed and the Service is commissioned. Its location is the address specified in the Order;

**3.11. Initial Term of the Service** - is the initial term of the Service, calculated from the starting date until the expiry of the term provided in the initial Order for a Service.

**3.12. Minimum Contract Term** - the minimum term for which each Service is purchased, i.e. 12 months from the date of acceptance provided in the acceptance protocol.

**3.13. Start Date** - the first day of provision of the Services by the Provider, through its own network or its partners' networks, recorded in the Acceptance Protocol, unless otherwise agreed; this is the date the invoicing of the Services starts from;

**3.14. SLA (Service Level Agreement)** - the Service level the Provider offers to the Beneficiary, based on measurable parameters.

**3.15. Specifications** - the detailed description of the products and services offered by the Provider, based on which the Beneficiary can issue orders.

**3.16. Beneficiary Fraud** - any action or inaction of the Beneficiary: (i) which constitutes a breach or an attempted breach of its contractual or legal obligations, with the intention of inflicting, either to the Provider or to a third party, damage of any kind, or to obtain undue advantage for itself or for another party, or (ii) which results in such damage or gaining such an advantage;

**3.17. Fortuitous Event** - an event that cannot be predicted or prevented by the person who would have been called upon to respond if the event had not occurred.

### 4. CONTRACT VALUE AND COLLABORATION METHOD

**4.1.** The object of the Contract is the provision by Combridge of the products and services according to the Order placed by the Beneficiary, in exchange for the payment by the latter of the Service/Product charge.

**4.2.** The purchase of the Services and Products is conditioned by the issuance by the Beneficiary of the Order in accordance with the Specifications.

**4.3.** The transmission of the Order confirmation by the Provider represents the conclusion of the Contract, involving the obligation of the Provider to provide the ordered service and the obligation of the Beneficiary to pay the value of the ordered service for the entire period specified in the Order.

**4.4.** Combridge will carry out the necessary operations in Order to provide the Services/Products ordered by the Beneficiary and will notify the Beneficiary at the end of the operations, in Order to take over the Services/Products; Such notification is made by sending to the Beneficiary the commissioning protocol, for it the Beneficiary to sign it.

**4.5.** Under the Contract, a Beneficiary may request the provision of one or more Services/Products that may have different starting dates.

**4.6.** Each Order and commissioning-acceptance form are issued a number by the Provider, which is the Contract number.

## **5. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

**5.1.** The Provider undertakes to provide the Services/Products according to the indications of the confirmed Order and according to the Contract.

**5.2.** The Provider is fully liable towards the Beneficiary for the manner in which it and its subcontractors perform the Contract.

**5.3.** If the Service is not operational, the Provider will remedy any faults claimed by the Beneficiary, in accordance with the Contract, provided that the Beneficiary meets all its contractual obligations;

**5.4.** The time limit for the remediation of the claimed faults may be exceeded if the claimed faults are caused by any of the following causes:

- a) actions or omissions of the Beneficiary, its employees or third parties employed by the Beneficiary;
- b) inoperability of national and international terrestrial networks that ensure the provision of one or more services;
- c) accidental or scheduled power supply interruptions;
- d) special atmospheric conditions;
- e) destruction, degradation, theft, unauthorized interventions by the Beneficiary or other persons on the equipment, fraudulent connections to the electricity network;
- f) failure to ensure the Provider's access to the equipment;
- g) use by the Beneficiary of inappropriate equipment;
- h) planned maintenance of the networks;
- i) suspension of the provision of services caused by non-compliance with the contractual obligations by the Beneficiary;
- j) fortuitous and force majeure events.

**5.5.** The Provider may temporarily discontinue the provision of the Service for technical reasons.

If such operation is planned, the Beneficiary will be notified by email, at least 48 hours prior to the operation, except for urgent interventions that will be notified at least 12 hours prior to the interruption of the Service; In other cases, the Beneficiary will be notified by email after the interruption caused by technical reasons.

**5.6.** The Provider may refuse to commission the Service if the Beneficiary's own network and equipment cannot provide the technical conditions for the provision of services and/or the equipment requires prior approvals, agreements or authorizations; the Service will be commissioned after obtaining them;

**5.7.** It must submit the necessary licenses, approvals and permits to provide the Services under this Contract.

**5.8.** The Provider will ensure the quality and continuity of the Services/Products provided to the Beneficiary.

**5.9.** The Provider will ensure technical support for the Services provided, according to the Specifications/Orders for each service. The technical assistance does not cover the technical support for other services/applications provided to the Beneficiary by third parties.

## **6. RIGHTS AND OBLIGATIONS OF THE BENEFICIARY**

**6.1.** The Beneficiary is responsible for taking over the Service provided by the Provider at the Termination Point and undertakes to use the Service only at the Termination Point specified in the Order. The Beneficiary will bear all the costs incurred with the failure to observe this obligation, risking the immediate suspension of the Service and the termination of the Contract/Service.

**6.2.** The Beneficiary undertakes to pay the value of the Services/Products offered by the Provider, as established in this Contract, and to fully and duly meet its obligations under the Contract.

**6.3.** To sign the Acceptance Protocol or the Handover Protocol for the equipment, owned by the Provider or its partners, within 5 working days from the notification by the Provider regarding the takeover of the Services/Products

**6.4.** To allow the Provider and/or its partners to check the condition of the equipment handed over, whenever it thus requests;

**6.5.** The Beneficiary will not damage the Provider's equipment, will not repair or modify it, and will inform the Provider about any malfunction at the time of finding the fault, and will use it only for the purpose for which it was intended, otherwise it will be obliged to pay the value of the repairs or equipment, if it can no longer be repaired

**6.6.** To return to the Provider the equipment owned by it or its partners and received for use, both at the request of the Provider and upon the termination of the Contract, regardless of the termination reason, under a handover protocol; the equipment will be returned within 5 days from the Provider's request or from the termination of the Contract, at the Beneficiary's cost.

**6.7.** Should there be determined that the returned equipment has faults of any kind, except those caused

by normal wear and tear, the Beneficiary undertakes to bear the costs incurred with the repairs or the cost of the equipment if it cannot be repaired or if it is not returned on time to the Provider. The value of the repair/non-returned equipment will be communicated to the Beneficiary, and the Beneficiary expressly represents that it accepts to pay these amounts, without objections, and the payment will be made within 30 days from receiving the notification from the Provider.

**6.8.** The Beneficiary undertakes to provide correct, complete and up-to-date information, under the pain of bearing all the consequences arising from the violation of this obligation. The Beneficiary will communicate to the Provider any relevant change regarding, in particular, the registered office, the name, the VAT registration number, the legal representatives.

**6.9.** The Beneficiary is responsible for obtaining the endorsements and approvals from third parties necessary for the installation of equipment and the use of the Service.

**6.10.** The Beneficiary must notify the Provider, within 24 hours from occurrence, about any fault, loss, theft related to the Services/Products; otherwise, the Provider cannot be held liable for any damages created by the failure to comply with this obligation.

**6.11.** In case of unfounded notifications or of interventions determined by the Beneficiary's fault, the Provider is entitled to request payment of the value of the Services provided and of the travel expenses;

**6.12.** The Beneficiary will ensure optimal conditions for the provision of the Services/Products and is responsible for maintaining the location where the Services are provided in optimal conditions, observing the occupational safety, accident prevention, fire safety and firefighting regulations during the installation/uninstallation of the services and the repair of the faults.

**6.13.** The Beneficiary will allow the performance of overhaul, maintenance, repair of equipment and will bear the cost of these works for the equipment it owns.

**6.14.** The Beneficiary will use the Service in accordance with the legislation in force, the Contract and especially with the Policy for the Use of the Services included in Annex 1. Technical Specifications for Products and Services.

The Provider reserves the right to amend the policy and conditions for use of the Services

**6.15.** The Beneficiary undertakes to be permanently up to date with the terms and conditions for the legal use of the Services/Products by accessing the Provider's website [www.combridge.ro](http://www.combridge.ro).

**6.16.** In case of non-fulfilment or improper fulfilment of its contractual obligations, the Beneficiary will compensate the Provider for all the damages caused, at the request of the latter.

## 7. CONTRACT TERM AND SERVICE TERM

**7.1.** The Contract is concluded for an indefinite term and it can be terminated under the conditions provided in Chapter 14.

**7.2.** Each service ordered under the terms and conditions of this Contract is contracted for an initial term, provided in the Order, a term that begins to run from the date of provision of the Services/Products by the Provider.

**7.3.** After the expiry of the initial term, the contracted service is automatically extended for successive periods of 30 days each, except in cases where one of the parties receives from the other party a written notice of termination of service at least 30 days before the expiry of the service term or if the parties agree on another term of extension of the services.

**7.4.** The term of the Contract differs from the term of the purchased service, and the Beneficiary opts for the term of the Service in the order form for each service.

## 8. PRICE, INVOICING AND PAYMENT TERMS

**8.1.** The price agreed for the performance of the Contract, respectively the price for the Services/Products payable to the Provider by the Beneficiary, is provided in the orders agreed by the parties.

**8.2.** Starting with the date of commissioning of the Service, the Beneficiary will pay the charge for the use of the Service in proportion to the number of days remaining until the end of the month in which the Service provision commenced (pro rata). The charge for using the Service will be calculated on the basis of a fractional quota representing the number of days in which the Service was provided in relation to the total number of days of the month. The Provider will send the invoice to the Beneficiary in the first 10 (ten) working days of the month, for the current month, for services used under a subscription, and in the first 20 (twenty) working days of the month, for the previous month, in the case of services charged according to the traffic used by the Beneficiary.

**8.3.** The price of the Services/Products is set in EUR. The invoice will be issued in RON, at the official exchange rate of the NBR on the invoice date. The prices are exclusive of VAT.

**8.4.** The Services/Products will be paid by the client within 15 days from the invoice date.

The payment is deemed as made when the correct amount of money, exempt and free of any bank charges, fees or other charges, is received in the account indicated by the Provider.

**8.5.** The Beneficiary must notify the Provider, within 5 (five) days from the date of transmission of the invoice by the latter, if it has objections regarding the invoice, justifying these objections, without these objections being a reason for non-payment/suspension or delay of payment. The parties will settle any objections within 15 days from the transmission of the objections by the Client. If the invoice is not challenged within this term, the invoiced amounts are deemed as unconditionally accepted, the Beneficiary thus acknowledging that the

invoiced value of the Services covered by the Contract has a certain, liquid and payable character.

If, following the settlement of the objections, differences are found, they will be settled in the first invoice issued after the invoice complaints are resolved.

**8.6.** For the due and unpaid amounts, the Beneficiary will be obliged to pay penalties amounting to 0.5% of the unpaid amount for each day of delay, starting with the day following the due date and until the day the amount is received. The amount paid as penalties may exceed the amount due.

**8.7.** The invoices for the costs of the Services specified in this Contract will be issued monthly, and will be sent via postal services or by email. If the Beneficiary does not receive the invoice, it will not be exempted from paying the respective amounts.

**8.8.** The Beneficiary accepts that any special offers, subsequent to the purchase of the Services/Products, will not be applicable to it and do not entitle it to any returns, reductions of charges or free use of the Services/Products.

**8.9.** In case of termination of the Contract, if there is found a credit balance in the Beneficiary's account and there are no other debts following the issuance of the last invoice, the Provider will return the amounts within 30 days from the approval of the written request of the Beneficiary regarding such amounts.

## 9. ACCEPTANCE, INSPECTIONS AND TESTS

**9.1.** The Provider will notify the Beneficiary regarding the completion of the delivery of the ordered services and products and will send the commissioning protocol via email.

**9.2.** The Beneficiary has the right to inspect and/or test the Products to verify their compliance with the specifications. Following these operations, the Beneficiary will sign the Commissioning Protocol submitted by the Provider, which will represent the acknowledgment of the provision of Services/Products according to the terms and conditions requested by the Beneficiary. The Beneficiary will send this form back to the Provider within 5 working days from the date of receipt. The failure to meet this obligation by the Beneficiary in due time represents the acceptance without objections of the delivered Services and Products.

**9.3.** If the Services/Products do not meet to the conditions agreed under the Contract, the Beneficiary will immediately inform the Provider, and the latter must remedy the problems found, so that the Services and Products comply with the specifications.

**9.4.** The acceptance protocol will be signed for each location.

**9.5.** Each Order, acceptance protocol and handover protocol for the equipment will be mandatorily associated with the Contract number granted by the Provider.

**9.6.** If the objections entered in the commissioning form will be found to be unjustified, the date of acceptance of the Service will be the date of notification/submission by

the Provider of the acceptance protocol plus 5 calendar days.

**9.7.** For the Internet service, additional information is available on the website [www.combridge.ro](http://www.combridge.ro)

## 10. WARRANTY PERIOD FOR THE PRODUCTS

**10.1.** The products supplied under the Contract benefit from the warranty granted by the manufacturer in accordance with the legal provisions in force.

**10.2.** The warranty period for the products is provided in the documentation provided upon the delivery of the products - invoice and warranty certificate.

**10.3.** During the warranty period, the products supplied will operate within the standard parameters specified by the manufacturer, provided that the Beneficiary complies with the instructions on ensuring the conditions of storage, installation, operation, repair and maintenance of the products.

This warranty does not cover faults attributable to external factors, including fluctuations in the supply voltage or improper use or negligence on the part of the Beneficiary.

**10.4.** The Beneficiary will notify the Provider in writing of any complaint regarding the products under the warranty period. The notification will be sent during the warranty period and will specify the contract number, product name and type, product series, date of installation, date of finding the fault, detailed description of the fault and the circumstances in which it occurred. The Beneficiary is obliged to keep safe the product for which the complaint is filed and to take measures to limit any damage.

**10.5.** If, due to these faults attributable to the manufacturer and/or the Provider, the operation of the products is interrupted, the warranty period is extended by the period of such interruption.

**10.6.** Any tampering with the seals fitted by the manufacturer and/or the Provider, as well as any modification, deletion or alteration in any way of the serial numbers applied to the products, entails the forfeiture of all rights acquired by the Beneficiary under this warranty.

**10.7.** In order to benefit from the warranty, the Beneficiary will have to keep and submit in original the warranty certificate at the request of the Provider/Manufacturer.

## 11. INTELLECTUAL PROPERTY RIGHTS

**11.1.** Any reports and data such as maps, diagrams, drawings, instructions, plans, statistics, calculations, databases, software and supporting records or materials purchased, compiled or developed by the Provider or its employees or contractors will become the exclusive property thereof.

**11.2.** The Beneficiary will not publish articles related to the Products and Services covered by this Contract and will not refer to them during the performance of other services for third parties and will not disclose any

information without the prior written consent of the Provider.

**11.3.** Any results or rights, including copyrights or other intellectual or industrial property rights, acquired in performance of the Contract, will be the exclusive property of the Provider, which may use, publish, assign or transfer them as it sees fit, without geographical limitation or otherwise, except in cases where such intellectual or industrial property rights already exist.

## **12. CONFIDENTIALITY OF INFORMATION, ADVERTISING**

**12.1.** During the contractual relationship and after its expiry, the parties will process all information mutually provided or discovered during the performance of the Contract or generated as confidential business information and will keep it as such, regardless of the storage medium or its format.

**12.2.** The parties agree to use this information exclusively for the performance of the Contract and not to disclose it to third parties.

**12.3.** The parties have agreed to grant access to confidential information only to employees involved in the performance of the Contract and only to the information strictly necessary for the performance of the Contract, if they sign and accept the liability established by the provisions of this Contract.

**12.4.** These restrictions will continue to apply after the expiry or termination of this Contract for a period of 1 (one) year, but will cease to apply to information or knowledge which becomes publicly known correctly, without the party subject to such restrictions being at fault, or to information either party has received from a third party entitled to disclose it in good faith.

**12.5.** Neither party may make public announcements, issue statements or press releases in connection with this Contract without the prior written consent of the other party.

**12.6.** The party breaching the information confidentiality clauses will compensate the injured party for all the damages caused, immediately upon the request of the latter.

## **13. ASSIGNMENT AND TRANSFER**

**13.1.** The Beneficiary has the obligation not to assign or transfer, in whole or in part, its obligations under this Contract without the written consent of the Provider.

## **14. TERMINATION**

**14.1.** The Provider may terminate the Contract/Service, without any another formality, without the intervention of any authority or court and without being obliged to pay any compensation to the Beneficiary, in any of the following situations, without limitation:

a) The Beneficiary does not comply within 10 days with a notification issued by the Provider requesting the

Beneficiary to remedy the improper performance or the non-performance of its obligations under this Contract;

b) a judgment with res judicata force is delivered against the Beneficiary for fraud, corruption, involvement in a criminal organization or any other illegal activity;

c) the occurrence of any other legal incapacity regarding the contracting parties, which would prevent the performance of this Contract;

**14.2.** The Provider may terminate the Contract/Service with prior notice to the client, if the provision of the Services becomes impossible (i) from a technical point of view, (ii) due to legal restrictions, (iii) due to changes in the rights of the Provider as established by licenses and authorizations.

**14.2.** The Beneficiary may request the termination of the Contract/of a certain Service with a 30-day notice and only after the expiry of the initial term provided in the Order.

**14.3.** If the Beneficiary requests the termination of the Contract/of a certain Service (i) after the placement of the Order, but before the signing of the Service commissioning protocol or (ii) before the expiry of the initial term specified in the article above, the Beneficiary will pay to the Provider, within 30 (thirty) days from the date on which it requests the termination of the Service/Contract, a charge equal to one hundred percent (100%) of the value of the monthly usage charges for the months remaining between the date of termination and the date of expiry of the initial term. The same charge will be paid by the Beneficiary in case of non-compliance with the 30-day notice period specified in Article 14.2., as well as if the term of the Service is extended by agreement of the parties for a term negotiated by them and the Beneficiary requests the termination of the Service/Contract before the expiry of the extension term agreed by the parties.

**14.4.** Any requests for the termination of the Contract/Service must be submitted in writing and signed by the legal/authorized representative of the requesting party in one of the ways provided in Chapter 23 Communications.

**14.5.** The Contract/Service may be terminated at any time, by written agreement of the parties or if either Party is declared insolvent or bankrupt.

**14.6.** The termination of the Contract/Service will have no effect on the obligations assumed by the Parties until the date of termination or on the obligations which, due to their nature, survive the termination of the Contract.

**14.7.** Within 5 days from the termination of the Contract or the Service in one or more locations, the Beneficiary will return to the Provider all the equipment - owned by the Provider (or its partners) installed by the Provider for the proper functioning of the Service to be ceased, equipment specified in the Order related to each Service or in the commissioning protocol. If the Beneficiary does not return the equipment within the mentioned term, it undertakes to pay as a penalty 10% of the value of the equipment specified in the handover documents for each day of delay or, if the Beneficiary delays the return of the equipment by more than 30 days, it will pay an amount

equal to the value of the equipment handed over by the Provider and not returned.

**14.8.** If the Beneficiary wishes to port to the network of another provider of electronic communications services, after the expiry of the minimum period, the Contract/Service will terminate on the date of completion of the porting to another network.

## 15. SUSPENSION OF THE SERVICES

**15.1.** The Provider may suspend/interrupt or restrict the Beneficiary's access to the Services immediately, without prior notice or other formality and without any right to compensation for the Beneficiary in the following situations: (i) the Beneficiary has failed to pay in full the amounts due, (ii) the Beneficiary has breached any other contractual obligations or conditions for use of the Services; (iii) the Beneficiary has committed Fraud; (iv) the actions or inactions of the Beneficiary may cause a risk to the Provider, (v) in any other cases expressly provided for in this Contract or by law.

**15.2.** The provision of the Services will resume within 24 working hours from the date of receipt by the Provider of the proof of the execution of the payments due or of the remedial of the situation in the other cases provided in the previous article.

**15.3.** The suspension of the Service, at the request of the Beneficiary, is possible only with the consent of the Provider.

**15.4.** The suspension of services for reasons attributable to the Beneficiary does not suspend the obligations to pay the monthly charges agreed under the Contract, as well as the payment obligations for the amounts due at the time of the suspension. The Beneficiary expressly represents to have understood and accepted that the suspension of the provision of services does not represent the suspension of their charging during the suspension period.

## 16. FORCE MAJEURE AND FORTUITOUS EVENT

**16.1.** The parties are not liable for the failure to meet any obligation as a result of a Force Majeure event.

**16.2.** The party claiming a Force Majeure event will notify the other party of the occurrence of such event as soon as possible, but not later than 10 days after the occurrence, and will obtain and submit at the request of the other party a certificate issued by the competent authority on the occurrence of the Force Majeure event.

**16.3.** The performance of this Contract will be suspended during the Force Majeure event, however without prejudice to the rights already due to the parties until its occurrence.

**16.4.** The contracting party claiming Force Majeure must notify the other party of the cessation of the cause thereof within 5 days of the cessation.

**16.5.** Should the Force Majeure event last for more than 60 months, each party is entitled to notify the other party

the termination as of right of this Contract and neither party can claim damages from the other party.

**16.6.** Clauses 16.1-16.5 above also apply if the Provider claims the occurrence of a fortuitous event and, in general, in the case of an event that is beyond its control.

**16.7.** Force Majeure and fortuitous events will not prevent the payment of the debts by the Beneficiary

## 17. SETTLEMENT OF DISPUTES

**17.1.** The Provider and the Beneficiary will make every effort to amicably settle, by direct negotiations, any disagreement or dispute which may arise between them under or in connection with the performance of the Contract.

**17.2.** If, 30 days after the commencement of such negotiations, the Provider and the Beneficiary fail to amicably settle a contractual dispute, each of them can request for such dispute to be settled by the competent courts from where the Beneficiary is seated.

**17.3.** In the case of the Internet service, if the dispute is not settled amicably, the Beneficiary may apply to the competent courts, but also to the National Authority for Administration and Regulation in Communications (Autoritatea Națională pentru Administrare și Reglementare în Comunicații - ANCOM) or use other out-of-court proceedings.

## 18. PARTNERSHIP

**18.1.** This Contract, based on the Service, does not create, will not create and may not be construed as an association, partnership, franchise, or other form of business relationship.

**18.2.** Neither party will have, nor may it claim, the right, power or authority to assume, create, or incur expenses, liabilities, or obligations on behalf of the other party, except as expressly set forth in this Contract.

## 19. ANTI-CORRUPTION CLAUSE

**19.1.** The contracting party represents to be informed of the obligation of Combridge S.R.L. (member company of the Magyar Telekom Plc./Magyar Telekom Group) to comply with the rules on ethical conduct in business as well as the anti-corruption laws, and the parties deem the compliance with these rules as a vital element of their contractual relationship.

**19.2.** The parties declare that, according to the rules on ethical conduct in business, the business decision stipulated in the Contract as well as its terms and conditions are based on objective considerations. The parties deem as essential the conclusion of the Contract exclusively on a commercial basis.

**19.3.** The Beneficiary accepts that the breach of the anti-corruption laws in connection with this Contract may lead to its immediate termination and that this entails the taking of the necessary corrective measures.

## 20. GOVERNING LAW

**20.1.** The Contract will be construed and performed according to the laws of Romania.

**20.2.** The Beneficiary will comply with, and will observe, all Romanian laws and regulations, as well as the directly applicable European Union regulations, the case-law of the European Court of Justice and will ensure that its staff, employed or contracted by it, its subordinates and employees in the territory will also comply with and observe the same laws and regulations.

## 21. PERSONAL DATA PROTECTION

**21.1.** Combridge S.R.L. is a personal data controller registered with the National Supervisory Authority for Personal Data Processing (Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal - ANSPDCP) under the Notice no. 2583

**21.2.** The provision of certain personal data, requested within the procedure for the procurement of the Services and Products, is necessary, and the refusal to provide such will lead to the impossibility of completing the Order, of concluding the Contract and, implicitly, of delivering the ordered Service/Products. Legal entities entering a contractual relationship with Combridge will provide the data of their representatives in order to facilitate the communication and monitor the performance of the Contract between the parties.

**21.3.** The personal data provided by the client is strictly confidential, and will be used by the Provider in strict compliance with the legislation in force and for the purpose of performing the Contract.

**21.4.** The processing of personal data means any operation performed on personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, editing and/or distribution of information to local and/or international servers.

**21.5.** The personal data provided by the Beneficiary will be included in the Provider's database and will be processed in order to perform this Contract.

**21.6.** The personal data will be provided to other entities, partners of the Provider, only on the basis of a confidentiality commitment thereof, which will ensure that this data is kept secure and that the provision of this personal information will observe the legislation in force.

**21.7.** The Beneficiary is hereby informed of its rights regarding the processing of personal data, as follows:

- A) the right of access to data
- B) the right to rectify the data
- C) the right to delete data
- D) the right to restrict data processing
- E) the right to data portability
- F) the right to oppose the processing
- G) the right to lodge a complaint with the Supervisory Authority
- H) the right to oppose the profiling

**21.8.** This section is supplemented by the provisions of the Personal Data Processing Policy, which can be accessed by the Beneficiary on the website [www.combridge.ro](http://www.combridge.ro) in the Personal Data Processing Section

## 22. LIMITATION OF LIABILITY

**22.1.** Neither party is liable, nor has any other obligations to the other party, except for those assumed and those it is responsible for under this Contract or the applicable legal provisions.

**22.2.** The Provider will make every effort to maintain the quality and continuity of the Service provided to the client.

**22.3.** The Provider is not liable for any direct or indirect consequences and damages, loss of opportunities, business opportunities or unrealized benefits the Beneficiaries or third parties may incur as a result of any interruptions, malfunctions, errors or interruptions that may cause data loss, data deletion or delays, the impossibility to receive the data by the recipient, as well as any other situation that would be caused by the interruption or other malfunction of the Service, except as expressly provided in the Contract.

**22.4.** The Provider cannot be held liable for any consequences or other damages, including data loss, which may occur due to the use of any software or any service/product belonging to a third party provider, as well as for the operation and connection of other national or foreign networks and for their activities and actions in general.

**22.5.** The Provider is not liable for the incorrect use of the Service, for the content of the communications initiated by the Beneficiary and for the use of the Service for other purposes than those provided in this Contract and in accordance with the applicable legal provisions.

**22.6.** The Provider is not liable for the use of the Service by third parties, with or without the consent of the Beneficiary, the latter being obliged to pay for the provision of the Service and to comply with the contractual obligations regarding such service.

**22.7.** In all cases where the Provider will be held liable towards the Beneficiary and/or any other party, this liability is limited to the actual price paid by the Beneficiary for the Service causing the liability event, a price corresponding to the 3 (three) months prior to the event which generated the liability.

## 23. COMMUNICATIONS BETWEEN PARTIES

**23.1.** Notifications or other documents sent by either Party under this Contract will be deemed as properly sent if sent by registered mail with acknowledgment of receipt, by email or by fax with acknowledgment of receipt by the other Party, to the following addresses:  
For the Provider  
RO – 010073 București, Sector 1, Calea Victoriei, Nr. 155, Bl. D1, Tr. 6, 1, Sector 1  
Email – [office@combridge.ro](mailto:office@combridge.ro)

Fax +40,310,800,201

For the Client - the identification data entered in the Order will be used.

If the communication is sent by email, it is deemed as received if no error message is issued by the recipient's server and/or if there is a sending confirmation report.

**23.2.** The parties may change their addresses for notification to other addresses following a prior notification to the other party.

**23.3.** Any communication sent to any of the addresses indicated by the Parties will be deemed as legal and valid, in compliance with the terms provided in this Contract regarding certain notifications and communications.

**23.4.** The Provider will be able to send to the Beneficiary messages, information, notifications, warnings, payment notifications, data regarding the Services used, any other information and communications related to the contractual relationship between the parties, to the email address indicated by the Beneficiary. The Beneficiary expressly and unequivocally agrees to receive from the Provider commercial communications, including those intended to promote, directly or indirectly, the services and products of the Provider.

## 24. FAULT REPORTING AND HANDLING PROCEDURE

**24.1.** Any complaints regarding the Services/Products provided by Combridge may be submitted by the Beneficiary in any of the following ways:

- a. by telephone, to the numbers: +40.31.080.0000 / +40.751.291.695 , 24/7 h
- b. by email, to the address: support@combridge.ro daily, 24/7 h
- c. to the address: Str. Calea Victoriei, Nr. 155, Bloc D1, Tronson 6, Etaj 1, Sector 1, București, România

**24.2.** For any complaint about the Services provided filed in writing or by telephone, Combridge will initiate a trouble ticket, the number of which will be forwarded to the Beneficiary for further reference. The complaints must contain the information required to initiate the trouble ticket (incident report):

- Name and telephone number of the person reporting the fault;
- Address or location where the fault occurred;
- Contact person/Name and telephone number of the person in charge of the indicated location;
- Detailed description of the fault;
- Fault start date/time;
- Service details (the technical details received during the commissioning of the Service)

The ticket is confirmed via email.

**24.3.** After verifying the claimed issues, the Combridge support team will send a response to the client, within 1 (one) hour of receiving the trouble ticket. The response will consist of information about the nature of the fault and the repair time.

The repair time will be determined according to the

nature of the fault, and it may take up to 4 (four) hours.

**24.4.** The service unavailability must be confirmed or denied after the test procedures. The confirmation/denial must be made by email or fax filled in with the name of the person who performed the tests.

**24.5.** In case of technical troubles, the client must submit to the Provider any additional details requested by the Provider, must cooperate to locate and identify the Service fault and to restore it.

**24.6.** If Combridge does not respond to the complaints filed in accordance with the provisions of these GTC within the deadline agreed, the Beneficiary is entitled to claim compensation amounting to EUR 0.05/day of delay, without the total amount of the penalties exceeding 100% of the monthly service charge.

## 25. FINAL CLAUSES

**25.1.** The parties confirm that the provisions of the Contract have been reviewed and fully reflect their will. The Beneficiary represents to be informed of the provisions of Article 1203 of the Civil Code on unusual clauses and, therefore, it has read, reviewed and expressly accepts the provisions of the Contract.

**25.2.** The nullity or partial or total unenforceability of any clause of this Contract will not affect the validity of the other clauses. The unenforceable or null clause will be replaced by an appropriate and legally acceptable clause, which will reflect the initial intention of the parties.

**25.3.** The Contract may be amended only in writing by agreement of the Parties, except for the amendments/supplements imposed by legal provisions.

**25.4.** The failure by any party to exercise any right under this Contract will not be deemed as a waiver of any such right and will not prevent the exercise thereof or of any other right at a later date.

**25.5.** The Provider reserves the right, in case of suspicion of fraud committed by the Beneficiaries or if their behaviour may harm the interests of the Provider, to refuse their access to part or all the features of a Service, to approve or not the activation of the Services, to restrict the processing of an order and to refuse the provision of the Service, without any justification and without being held liable for such actions.

The General Terms and Conditions (GTC) for Legal Entities published on the website [www.combridge.ro](http://www.combridge.ro) can be accessed, consulted and printed at any time by the Beneficiary-Client, they are electronically archived by Combridge and prove the legal relationships between the parties.

This copy is the original of the General Terms and Conditions and it is signed in witness thereof by Levente-Andras Ccenteri - Executive Manager.

**Levente-Andras Ccenteri - Executive Manager**



**THE NATIONAL UNION OF BAR ASSOCIATIONS IN ROMANIA  
THE BUCHAREST BAR ASSOCIATION**

**NOTARIAL CERTIFICATE NO. 13  
YEAR 2018, MONTH JUNE, DAY 27**

Before me, Cinca Cristina, lawyer with the Individual Law Firm Cinca Cristina, member of the Bucharest Bar Association, came:

Csenteri Andras-Levente, Romanian citizen, domiciled in Sfântu Gheorghe, Str. Vânătorilor, Nr. 32, Jud. Covasna, holder of the ID Card series KV no. 391205, issued by SPCLEP Sfântu Gheorghe on 20.03.2017, personal identification number 1680420264441.

Who, after reading the deed, represented to agree with all its provisions, for which reason he consented and signed all its copies.

As per Article 3 (1) (c) of Law 51/1995, the date, the identity of the party and the content of this deed are certified.

**Lawyer Cinca Cristina**