



GENERAL TERMS AND CONDITIONS FOR PROVIDING TRANSPARENT ETHERNET INTERCONNECT of "BIX.BG" Ltd. (BIX.BG) effective as of 01.07.2019

1. SCOPE AND GENERAL TERMS

- 1.1. These GENERAL TERMS AND CONDITIONS FOR PROVIDING TRANSPARENT ETHERNET INTERCONNECT (hereinafter referred to as GENERAL TERMS FOR TEI) of "BIX.BG" Ltd. (hereinafter referred to as BIX.BG), having its seat and registered address at: 126 Tintyava Str., Alba Building, office 5, Sofia, Company Registration Number: 200783826, settle the terms and conditions for providing the service TRANSPARENT ETHERNET INTERCONNECT (simply referred to as the Transparent Ethernet Interconnect, TEI or the SERVICE), described below, to the CLIENTS.
- 1.2. These GENERAL TERMS FOR TEI are binding for BIX.BG and the CLIENTS and are considered an integral part of the ORDER and shall become binding for the CLIENTS on signing the ORDER.

2. DEFINITIONS AND BASIC PRINCIPALS

- 2.1. **POINTS OF PRESENCE:** Specific physical addresses where BIX.BG is able to provide the SERVICE.
- 2.2. **DEMARCATION POINT:** Specific physical point from BIX.BG's network, at which the CLIENT's network is connected. The DEMARCATION POINT is an optical distribution frame (ODF) or a switch port in a communication cabinet located at a particular POINT OF PRESENCE. The CLIENT constructs and maintains the necessary two connections to two different DEMARCATION POINTS at its own expense. The DEMARCATION POINT may be referred to hereinafter simply as POINT.
- 2.3. **PHYSICAL INTERFACE:** Specific physical network port (Ethernet Port) of BIX.BG equipment of certain type and speed.
- 2.4. **Transparent Ethernet Interconnect (hereinafter referred to as TEI or the SERVICE):** BIX.BG activity that provides CLIENTS with the technical ability to perform bidirectional Ethernet (Layer 2) point-to-point data transfer via the BIX.BG network. The transfer takes place in real time between two DEMARCATION POINTS, which are provisionally called "A" and "B".
- 2.5. **TEI ORDER (hereinafter referred to as the ORDER):** A document composed according to BIX.BG's template, which BIX.BG and the CLIENT sign before activating each SERVICE. A template of the ORDER is available on BIX.BG's web site (www.bix.bg).
- 2.6. **BIX.BG ENGINEER ON DUTY:** A qualified specialist, employee and / or subcontractor of BIX.BG, who at a certain point in time monitors the proper functioning of the network and the SERVICES, answers calls from the CLIENT's representatives and is directly involved in resolving any technical problems.

3. CHARACTERISTICS AND TECHNICAL CAPABILITIES OF TEI

- 3.1. It is supported between two POINTS in the BIX.BG network.
- 3.2. The PHYSICAL INTERFACES at both POINTS are of the same type and speed.
- 3.3. The maximum speed of data transmission from one POINT to the other is not logically constrained within the BIX.BG network, but we do not recommend loads greater than 95%.
- 3.4. There are no limitations on the number of VLANs, the number of MAC addresses, as well as on the types of network protocols (Layer 2 and higher) that CLIENTS can use.
- 3.5. All valid received frames within the Ethernet standard and with MTU less than or equal to nine thousand (9000) bytes can be transmitted. Frames that are outside the Ethernet standard - less than the minimum size, greater than nine thousand bytes, as well as frames with a wrong CRC code or "spoiled" frames, **shall not be transmitted**.

4. TECHNOLOGY, RESERVE, MAINTENANCE, WARRANTIES AND PENALTIES

- 4.1. For TEI implementation BIX.BG uses MPLS architecture, where the traffic is routed via the most direct routes and in the event of an optical path drop or a device drop traffic is automatically rerouted via an alternative route.
- 4.2. At least two physical and logical routes between any two devices in the BIX.BG network are provided; in the busiest and riskiest directions (characterized by long distances and significant risk of fiber cut) there are up to six (6) independent routes.
- 4.3. In the case of technical problems noted by the CLIENT, its representative shall inform BIX.BG ENGINEER ON DUTY via e-mail and / or telephone; in case of an urgent problem, in order to save time, it is recommended that the CLIENT's representative makes a telephone call first, and it is advisable to also send an e-mail afterwards. BIX.BG ENGINEER ON DUTY takes the necessary steps to locate and solve the problem and keeps the CLIENT'S representative, from whom the complaint has been filed, informed. If necessary, BIX.BG ENGINEER ON DUTY escalates the problem to the CTO and / or the CEO.
- 4.4. The guaranteed accessibility level of TEI for a monthly period (calculated per calendar month) is equal to 99.86 %. If not supported and in case the CLIENT has fulfilled all its obligations, BIX.BG owes a penalty to the CLIENT amounting to fifty percent (50 %) of the monthly price for the SERVICE. The penalty shall be charged (deducted from the next invoice) after receiving a written request by the CLIENT no later than thirty (30) days after the expiration of the monthly period which it relates to.

5. PLANNED TECHNICAL MAINTENANCE

- 5.1. BIX.BG shall be entitled to conduct technical maintenances once a month for no more than two hours after duly notifying the CLIENT at least forty-eight (48) hours in advance. The notice must include the date and time at which the SERVICE could be interrupted and the expected duration of the interruption. Any planned technical maintenance shall be conducted between 02.00 a.m. and 06.00 a.m., EET (Bulgarian time).
- 5.2. For the duration of the technical maintenance there may be an interruption of the SERVICE, for which BIX.BG shall not liable.

6. OBLIGATIONS AND TECHNICAL REQUIREMENTS

6.1. BIX.BG OBLIGATIONS.

- 6.1.1. To have the technical readiness to launch any new, correctly filled and signed ORDER within three (3) business days after receiving the copy signed by the CLIENT.
- 6.1.2. To provide quality and reliable SERVICES to the CLIENTS.
- 6.1.3. To assist the CLIENTS in resolving technical problems with the SERVICES if such have occurred.
- 6.1.4. To ensure qualified technical support 24 hours a day, 365 (three hundred sixty-five) days a year (24/7/365) - BIX.BG ENGINEER ON DUTY.

6.2. CLIENTS' OBLIGATIONS.

- 6.2.1. To follow the technical guidelines and operating requirements of BIX.BG for proper use of TEI and the associated facilities.
- 6.2.2. To notify promptly by telephone and / or e-mail BIX.BG ENGINEER ON DUTY for any technical problems or deterioration in the quality of the SERVICE.
- 6.2.3. To pay all due amounts to BIX.BG in the agreed terms and conditions.
- 6.2.4. To provide and maintain the necessary equipment at their own expense.
- 6.2.5. To implement and maintain at their own expense the necessary connectivity to the DEMARCATION POINTS.

7. RIGHTS

7.1. BIX.BG RIGHTS.

- 7.1.1. To give technical guidelines and operating requirements - verbally, by email or by publishing on its web site or in these GENERAL TERMS FOR TEI.
- 7.1.2. To receive the remunerations due by the CLIENTS.
- 7.1.3. To refuse to sign a new ORDER or to request an installation price that is not provided in the standard terms and conditions for providing the SERVICE with CLIENTS who are or have been in breach of obligations to BIX.BG under another contract or order.

7.2. CLIENTS' OBLIGATIONS.

- 7.2.1. To use the SERVICE with the agreed parameters.
- 7.2.2. To receive assistance from BIX.BG ENGINEER ON DUTY to solve technical problems.

8. PRICES, PAYMENT AND DISCOUNTS

8.1. CLIENTS shall pay BIX.BG a remuneration for each SERVICE according to the prices of BIX.BG stated in the ORDER. Due payments shall be:

- 8.1.1. One-time (installation) price.
- 8.1.2. Monthly price, including subscription to use the SERVICE.

8.2. Terms and conditions for payment by the CLIENTS.

- 8.2.1. The one-time price, if such is expressly stipulated in the ORDER, shall be paid within 10 days after the date of signing the ORDER.
- 8.2.2. Monthly subscription price for the first calendar month, in which the ORDER is signed, is not due.

8.2.3. The monthly subscription price for each calendar month following the first one is due within the 10th day of the respective month.

8.2.4. All due payments shall be paid by bank transfer to the BIX.BG bank account.

8.2.5. The payment is considered made after it has been duly received in the BIX.BG bank account.

8.2.6. If the CLIENT fails to pay the amount due within the agreed term, the CLIENT owes a penalty amounting to the legal interest on the amount due from the day of the delay until the date of full payment of the amounts due, but no more than ten percent (10 %) of the amount due.

8.2.7. All obligations for payment shall be paid in EURO.

8.2.8. VAT is not included in the prices.

8.2.9. At the beginning of each calendar month BIX.BG shall issue an invoice including the monthly subscription price for the current month and shall send it via e-mail to the CLIENT's financial contacts person, specified in the ORDER. The failure to receive the invoice does not release the CLIENT from its obligation to pay the due amounts within the agreed terms.

8.3. CLIENTS who during the time they use the TEI SERVICE are MEMBERS as specified by the GENERAL TERMS AND CONDITIONS of BIX.BG effective as of 01.09.2009 and have at least one own port, use a one hundred percent (100 %) discount on the activation price and subscription price on the first active TEI ORDER.

9. TERM AND TERMINATION OF TEI ORDERS

9.1. Each TEI ORDER may be terminated unilaterally by BIX.BG or the CLIENT by giving at least thirty-days written notice.

9.2. The effective termination of the ORDER (respectively termination of payments thereof) shall take effect at 24:00 o'clock on the last day of the month in which the term of the unilateral notice under Item 9.1. expires.

9.3. In case of payment delay with more than ten (10) days, BIX.BG may, at its sole discretion and without notice / warning, to suspend temporarily (stop) the provision of the SERVICE. This does not release the CLIENT from its obligation to pay for the SERVICE, including for the period in which the SERVICE was temporarily suspended/stopped.

9.4. In the event that BIX.BG does not receive the due payment by the end of the last business day of the month to which the payment relates, the ORDER shall be considered automatically terminated at 24:00 o'clock on the last day of the same month. This does not release the CLIENT from its obligation to pay for the SERVICE for the respective month.

9.5. In the event that the TEI ORDER includes an expressly stipulated "Minimum Term of the Order" and either party terminates the respective ORDER before the minimum term expires, the party who has terminated the ORDER owes the other party a penalty equal to the sum of the monthly prices from the moment of termination until the expiration of the Minimum Term of the Order. The same penalty is due by the CLIENT to BIX.BG in case the termination of the respective ORDER with an agreed "Minimum Term of the Order" is a result of CLIENT's failure to pay due amounts within the terms in accordance with the above hypothesis.

10. PERSONAL DATA PROTECTION

10.1. The parties agree that the processing of personal data identifying individuals (including name, surname, email, telephone number, business address, position

of representatives of BIX.BG and the CLIENTS) exchanged between them for and / or on the occasion of the execution of the ORDER shall be carried out in accordance with the requirements of Regulation EU 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the applicable Bulgarian legislation.

- 10.2. The processing of the data shall be carried out with strict observance of the requirements of the applicable legislation only for the purposes of stipulation and execution of the ORDER, as well as for the protection of the legitimate interests of the parties in case of default.
- 10.3. Personal data identifying the representatives of the CLIENTS are stored on my.BIX.BG in the profile of the respective CLIENT and only personally authorized representatives of BIX.BG and of the respective CLIENT have access to them. The CLIENT itself determines the level of access and the rights of each of his/her representatives, including the right to add, edit, delete and modify access rights of other representatives of this CLIENT.
- 10.4. Each CLIENT bears responsibility to designate as representatives only persons with whom he/she/it has arranged his/her/its relationships according to the requirements of the applicable personal data protection legislation, including the General Data Protection Regulation and the Personal Data Protection Act.
- 10.5. Each party declares that all its employees and / or third parties whose contact data are provided to the other party for contact, whether entered in the ORDER and / or otherwise provided (including when provided to BIX.BG or entered into my.BIX.BG by the CLIENT or by a representative of the CLIENT) have been received by these persons and provided to the other party in a manner in compliance with the requirements of the applicable personal data protection legislation, including the General Data Protection Regulation and the Personal Data Protection Act, as well as that the other party is entitled to use them for the purposes of execution of the ORDER and in accordance with these General Terms and Conditions.
- 10.6. Each party agrees that the other party has the right to store, use and process this data in connection with the execution of the ORDER for the term of the ORDER and for a period according to the deadlines determined by each party for storing the data according to the applicable legislation but no more than 11 years. The data is used, processed and stored in connection with the fulfilment of the obligations of each party for the storage of the accounting documents generated in connection with the ORDER, settlement of claims, collection of receivables from the other party, and other activities arising from the legislation, the ORDER and / or protection of the legitimate interest of each party, including for sending to the other party of up-to-date information on the provided services. Upon expiry of the specified deadlines, the parties delete or anonymize the personal data unless there is another reason for their processing.
- 10.7. For provision of the SERVICE, BIX.BG may, at its discretion, use processors it has entered into a contract with, in which case the personal data subject to these General Terms and Conditions shall be processed in ways and for purpose defined by BIX.BG. Processors are for example persons to whom BIX.BG has entrusted the processing of personal data for organizational reasons and / or for compliance with a legal obligation including for the processing and transmission of correspondence and communications in connection with the provision of the SERVICE, software and hardware maintenance, access control, document storage, etc.), to auditors, to accountants and / or accounting firms, to attorneys-at-law and / or law firms as well as to bodies, institutions and / or persons, in the cases provided for in a normative act and to which this party turns to protect its rights and legitimate interests.

- 10.8. BIX.BG uses the personal contact data of the representatives of the CLIENT when it is necessary in order to provide the SERVICE, to send messages by e-mail and /or SMS, including upon technical maintenance and /or occurrence of technical defects in connection with the use of the SERVICE.
- 10.9. In the above cases, BIX.BG does not publish personal data about the representatives of the CLIENTS.
11. AMENDMENT OF THE GENERAL TERMS FOR TEI AND FINAL STATEMENTS
- 11.1. BIX.BG is entitled to amend the General Terms for TEI by notifying the CLIENTS for this by publishing the amendments and supplements to the General Terms for TEI on its web site at www.bix.bg, at least thirty (30) days prior to their entry into force.
- 11.2. Any dispute arising between BIX.BG and the CLIENTS shall be resolved by mutual negotiations between them. If the parties do not reach an agreement, the disputes shall be finally resolved by the competent Bulgarian court.
- 11.3. The rules of the current Bulgarian legislation shall be applied to cases not covered by these General Terms for TEI.
- 11.4. In case of contradiction between these General Terms for TEI and the ORDER, the ORDER shall prevail with the sole exception relating to the discount on the first active ORDER granted to the MEMBERS described above.

CLIENT

Represented by:

BIX.BG

Represented by: Dimo Nikolov