

32.4 OFFER

for TPIX-based Services Provided by OPL

Orange Polska S.A.

Wholesale Domain

Marketing and Wholesale Strategy

02-326 Warsaw, AL. Jerozolimskie 160

www.hurt-orange.pl

Introduction

The Offer for TPIX-based services provided by Orange Polska S.A., hereinafter referred to as the "Offer", is designed for Carriers and entails provisioning a platform based on Ethernet switches and the associated technical infrastructure ensuring exchange of traffic among connected Carriers. The offer includes:

- Scope of offered services
- Technical, format and legal conditions for provisioning offered services
- Prices of offered services

This document does not constitute an "offer" within the meaning of article 66 of the Civil Code. The acceptance hereof by the abovementioned party does not establish contractual relationships between that party and OPL. This document is the basis for future bilateral negotiations held in order to enter into an agreement for TPIX-based service provisioning.

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DEFINITIONS OF TERMS

IP address — a globally unique number identifying each user connected to the Internet.

MAC (Media Access Control) Address — an address at the data link layer, required for each port or device connected to a LAN.

AS (Autonomous System) Number — a number identifying a group of IP addresses broadcasted uniformly through the BGP dynamic routing protocol.

Failure (Failure Mode) — a technical state of telecommunications devices or cables, which hinders or limits the delivery of telecommunication services by the Carrier.

RIPE Database — the database published by the Reseaux IP Europeens (RIPE) organization at www.ripe.net.

BGP (Border Gateway Protocol) / BGP4 — a dynamic routing service based on the BGP protocol defined in the RFC 1771 recommendation, used for exchanging routing information related to the availability of the public pool of IP addresses grouped into autonomous systems (AS) in compliance with the routing policies adopted by the Internet providers and Internet content providers. BGP enables delivery of services from multiple Internet providers, with data transfer compliant with the adopted routing policies.

BGP A / Global Access — a connection through BGP to TPNET and further to the global Internet, enabling transit of traffic from prefixes registered in the RIPE Database as belonging to the Carrier's AS, but not from other prefixes.

BGP B / [TPNET.pl](#) — a connection through BGP to TPNET, enabling transit of traffic from prefixes registered in the RIPE Database as belonging to the Carrier's AS, as well as from other prefixes, to TPNET, but not to the global Internet through TPNET.

BGP C / [TPNET.world](#) — a connection through BGP to TPNET and further to the global Internet, enabling transit of traffic to TPNET, as well as to the global Internet, both from prefixes registered in the RIPE Database as belonging to the Carrier's AS and from other prefixes.

BGP D / [TPNET Access](#) — a connection through BGP to TPNET, enabling transit of traffic to TPNET, but not to the global Internet, from prefixes registered in the RIPE Database as belonging to the Carrier's AS, but not from other prefixes.

Workday (WD) — all days except for Saturdays and official holidays. The deadlines specified herein are calculated exclusive of the day of receipt of the message received by the process participant.

Ethernet — a data transmission protocol which allows information transfer in virtual circuits with speeds up to 10 Mbps (or up to 100 Mbps in the Fast Ethernet version, or up to 1,000 Mbps in the Gigabit Ethernet version), while maintaining such properties as the frame format and the MAC addressing engine.

Internet — worldwide communication system of interconnected IT networks based on the set of TCP/IP protocols.

IP (Internet Protocol) — a data transmission protocol used by systems communicating through the Internet.

VLAN Channel — a logical Ethernet channel created within a port.

Quarantine — a VLAN network isolated from the infrastructure, with no connection to the core open peering network.

Metro Ethernet — a service provided by OPL that entails providing Carriers with access to the Ethernet interface with a multi-service OPL network, based on the Metro Ethernet Offer provisions.

Mbps — 1,000,000 bits per second, respectively in the IP layer for TPNET access services or in the Ethernet layer for private VLAN channels or the Open Peering service. The throughput guaranteed on the L2 level is defined for the frame of 1518B, compliant with the Ethernet II standard, including the header and the CRC field, and excluding the preamble and the inter frame gap.

Metro Ethernet Offer — an offer for provisioning data transmission services via Orange Polska S.A.'s Ethernet network, designed for telecommunication businesses.

Telehousing PRO Offer — a service offer by Orange Polska S.A., addressed to telecommunications providers, under which OPL provides space in its facilities compliant with the technical conditions for the Telehousing service delivery. The offer includes in particular renting Telehousing Space or space in OPL racks in a Telehousing Room to enable installation of Carrier Equipment or making available a OPL Distribution Frame for fiber termination points to enable using the OPL services without installing any Carrier Equipment in the OPL facility.

Maintenance Window — it is the period between 23:00 hours on Saturday and 4:00 hours on Sunday every week, during which OPL performs necessary activities, in particular related to the Municipal Ethernet backbone network modernization and service improvement. In result of such activities, an interruption of up to 15 minutes in the access to TPIX may occur.

Open peering — it is a service that facilitates exchange of IP traffic among the Carriers, by connecting them to a shared VLAN channel and providing them with an option to be connected to a Route Server.

Carrier — a business entity that signed a written TPIX Agreement with OPL, obliging OPL to provide the Carrier with access to services offered via TPIX.

Bandwidth — a technical parameter expressed in Mbps, specifying the data transfer speed.

Peering — exchange of IP traffic via BGP among Carriers.

Port — localization where the carrier is physically connected to OPL network devices.

TPIX Port — a TPIX switch Ethernet port.

Telehousing Space — space in a building owned by OPL, used to provide the Telehousing PRO services, but excluding the Telehousing Room. The terms and conditions of using the Telehousing Space are stipulated in the Telehousing PRO Offer.

Prefix — a sequence of IP addresses jointly broadcasted in the BGP protocol.

Private VLAN — a private 802.1q VLAN channel between carrier ports that may be set up on a tagged port or dedicated ports.

OPL Distribution Frame — a passive device owned by OPL, with suitable connectors for telecommunications cables. Distribution Frames are classified as Digital Distribution Frames (DDF), Optical Distribution Frames (ODF), and Ethernet Distribution Frames.

OPL ODF/DDF/Ethernet distribution frame — a ODF/DDF/Ethernet distribution frame dedicated for setting up OPL connections.

Edge Router — a TPNET node featuring ports supporting wide area networks and software governing the transfer of packets. It ensures access to TPNET via a created virtual connection

RouteServer (RS) — a TPIX device using BGP4 to communicate with the carrier's devices, exchange routing information of connected Carriers, in line with the traffic exchange policy specified by a given Carrier.

Telehousing Room — a room from which OPL provides the Telehousing PRO services. The terms and conditions of using the Telehousing Room are stipulated in the Telehousing PRO Offer.

Force Majeure — any external extraordinary event which is beyond control of the given Party and which could not be avoided even with utmost diligence, in particular such as:

- war, including civil war, riots, acts of sabotage, public disorder,
- - natural disasters, including storms, hurricanes, earthquakes, floods,
- strikes, excluding strikes of the Party's personnel
- generally applicable acts of the authorities.

Parties – OPL and Carrier.

Intermediate Telecommunication Cable – a fiber optic cable / patch cord owned by OPL and deployed inside OPL's building or leading from the "zero" cable well (the cable well indicated by OPL and located as close to the OPL building as possible, in the are not managed by OPL) to the OPL distribution frame at OPL's building.

Telehousing PRO — a suite of services provided by OPL, consisting in renting space under the terms of the Telehousing Pro Offer.

OPL — Orange Polska SA, a joint stock company with registered office in Warsaw, registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Economic Division of the National Court Register under KRS number 0000010681.

TPIX — it is a platform based on Ethernet switches and the auxiliary technical infrastructure, enabling exchange of traffic among connected Carriers.

TPNET — an Internet access network described in AS 5617.

Telehousing PRO Agreement — an agreement between OPL and the Carrier, setting forth the scope and the terms and conditions of providing the Metro Ethernet services.

Telehousing PRO Agreement — an agreement between OPL and the Carrier, setting forth the scope and the terms and conditions of providing the Telehousing PRO services.

TPIX Agreement — an agreement between OPL and the Carrier, setting forth the terms and conditions of providing the TPIX access services.

Carrier Equipment — any communications and IT equipment compliant with the technical standards stipulated by the regulations in force, owned by the Carrier.

SECTION 1 – OFFER SCOPE

1 Available TPIX Services

- 1.1 The subject of the TPIX Offer is access to the TPIX platform in locations set forth in Item 2.
- 1.2 With a single TPIX Port, the Carrier is given access to several independent features stipulated in Item 1.4.
- 1.3 Access to TPIX services entails connecting the Carrier to the TPIX port, and setting up VLAN channels to any subcollection of features offered via VLAN channels on these ports.
- 1.4 As part of the TPIX Port, the Carrier is able to operate several separate VLAN channels of varied functionality:
 - 1.4.1 To TPNET — by establishing a permanent Ethernet logical link for TPNET access by the Carrier, with a specific bandwidth value. For TPNET network access, the bandwidth is limited to the value ordered by the Carrier, in Mbps, on the IP (L3) level, and for the TPIX port this value cannot exceed 1000Mbps. As part of the TPNET network access, the BGP service is launched, based on the option selected by the Carrier: BGP A / BGP B / BGP C / BGP D.
It is possible to create multiple channels with various options of the service for a single Port. If the Carrier orders various BGP service options for several VLAN channels, then the BGP sessions for specific VLAN channels must be terminated in other Carrier's ASNs.
 - 1.4.2 To open exchange of traffic among Carriers (open peering) – the functionality entails setting up a channel between the Carrier's port and the open peering VLAN channel. The bandwidth of the specific VLAN channel is not restricted in TPIX.
It is possible to set up several open peering VLAN channels for a single port.
For a single Port, the price of the first Open Peering VLAN Channel includes setting up the Port.
For a single Port, the second and subsequent Open Peering VLAN Channels are set up for a fee set forth in the Price List.
 - 1.4.3 To the Port of another Carrier connected to TPIX – the functionality entails setting up a permanent logical channel based on the Ethernet technology, ensuring transfer of data between two Ports owned by the same Carrier or various Carriers.
The bandwidth of the VLAN Channel is not restricted in TPIX.
For a single Port several channels to various Carriers may be created.

2 TPIX Service Provisioning Location

- 2.1 The services set forth in Section 1, Item 1 of the Offer are available in OPL buildings in Warsaw, Św. Barbary 10 and Piękna 17.
- 2.2 The services set forth in Section 1, Item 1 of the Offer are available, except for locations set forth in Item 2.1, also in the LIM Center facility, Aleje Jerozolimskie 65/79, Warsaw, provided that the Port required by the Carrier is available. For the LIM Center facility, Aleje Jerozolimskie 65/79, Warsaw, the Carrier shall provide for themselves a TPIX switch access connection.

3 TPIX Service Technical Requirements

- 3.1 Physical connection technical requirements:
 - 3.1.1 OPL allows for attaching a single-mode fiber optic cable only. The 1000BaseLX/LH, 1000BaseZX, 1000BaseT, 10GBase-ER, and 10GBase-LR interfaces are available, depending on equipment of the given node.
 - 3.1.2 The interface may be configured as untagged or tagged Ethernet, at the OPL option.
- 3.2 Access to the TPNET network is achieved through the Carrier's router supporting BGP4, and based on the ASN numbers granted to the Carrier by the official Internet Routing Registry, as well as IP addressing assigned in the Internet Routing Registry database to a specific ASN number.
- 3.3 Open Peering Access Technical Requirements:
 - 3.3.1 Open Peering allows for switching the following types of frames only:
 - a) IPv4 0x0800
 - b) ARP 0x0806
 - c) IPv6 0x86dd
 - 3.3.2 The Open Peering service allows for:
 - a) ARP broadcast packets

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- b) IPv6 Neighbor Discovery (ND) packets
Apart from the above-mentioned points a) and b), any other frames addressed for target MAC multicast or broadcast addresses, are prohibited.
- c) ARP, excluding Proxy ARP,
- d) IPv6 Neighbor Discovery (ND),
Apart from the above-mentioned points c), d), any other "Link-Local" type protocols are prohibited.
- 3.3.3 As part of a single Open Peering VLAN Channel, only one MAC address (one Carrier Device) is allowed. Frames sent via the same Open Peering VLAN Channel should have the same source MAC address. For devices supporting IPv4 and IPv6 protocols, separate MAC addresses are allowed, at the OPL option.
- 3.3.4 VLAN Channels connected to Open Peering should use unified IP addressing and subnet masks of the same length, as assigned for the Carrier by OPL.
- 3.3.5 The IPv6 addressing should be set up permanently, instead of the automatic setup mode. IPv6 site-local addresses cannot be used.
- 3.3.6 IP packets sent to a direct broadcast address cannot be automatically switched to Open Peering VLAN Channels.
- 3.3.7 The exchange of routing information is achieved through the Carrier's router supporting BGP4, and based on the ASN numbers granted to the Carrier by the official Internet Routing Registry, as well as IP addressing assigned in the Internet Routing Registry database to a specific ASN number.
- 3.3.8 The Carrier shall:
 - a) Not broadcast prefixes longer than 25 bits
 - b) Broadcast only networks assigned to them and their customers by the Internet Routing Registry
 - c) Aggregate the broadcasted prefixes to the highest degree possible
 - d) Not use the BGP protocol for broadcasting address space assigned by OPL for the purposes of exchange of Open Peering traffic, without prior agreement with OPL
 - e) Not send the default routing path, nor the full routing table, without prior agreement with OPL
 - f) Not provide other Carriers with services other than exchange of traffic with the Carrier's network, via Open Peering
 - g) Make sure their network is not used for ARP storm attacks
 - h) Make sure no MAC tier loops are created
 - i) Not use the Open Peering service for exchanging the traffic between Ports assigned to the same Carrier, without prior approval from OPL
 - j) Make sure the routing policy complies with the RPSL (RFC 262 and RFC 2650) standard, and with RIPE 181 (RFC 1786).
- 3.3.9 Failure to comply with the obligations set forth in Items e)-i) shall result in the Carrier's VLAN Channel being temporarily Quarantined, until the issue is diagnosed and resolved.
- 3.3.10 The Carrier shall carry out and update the routing policy on an ongoing basis, by using the available Internet Routing Registry database objects. The information that the Carrier has defined the macro, should be submitted to OPL in order to update the TPIX device filters.
- 3.3.11 As part of the Open Peering service the Carriers may use the private peering service, along with one or several selected Carriers. The private peering traffic exchange is made possible via mechanisms delivered by Route Server.
- 3.4 Access to Private VLAN:
 - 3.4.1 As part of Private VLAN, VLAN Channels are ordered and paid by the ordering Carrier.
 - 3.4.2 The VLAN Channel ID number is defined by OPL.
 - 3.4.3 Within the scope of the purchased VLAN Channel, the Carrier bears the responsibility for correct setup of the connection. OPL is not liable for any act or omission of the Carrier ordering or terminating the VLAN Channel, and, in particular, for the lack of the expected configuration, rendering the use of a VLAN Channel properly configured by OPL, as expected by the Carrier, impossible.
 - 3.4.4 OPL is not liable for services provided by the Carriers as part of the Private VLAN service.

SECTION 2 – TPIX ACCESS DELIVERY, PARAMETER MODIFICATION AND ACCESS WITHDRAWAL PROCEDURES

1 TPIX Access Order

- 1.1 Access to TPIX services delivered in OPL facilities, set forth in Item 2.1 Section 1 of the Offer, is delivered in line with the Telehousing PRO Offer.
- 1.2 If the Carrier has no Telehousing PRO Agreement nor the TPIX Access Order Form signed, the Carrier submits the Telehousing PRO service order to OPL, as set forth in the Telehousing Pro Offer.
- 1.3 Access to TPIX services in locations other than set forth in Items 2.1 and 2.2, Section 1 of the Offer, is ensured based on provisions of the Metro Ethernet Offer.
- 1.4 In order to sign a TPIX Agreement, Carriers must submit a TPIX Access Order Form, hereinafter referred to as the "Order Form", to OPL. The template of the order form is provided in **Appendix 1** to the Offer. If the Carrier wants to order several Ports, for each of the TPIX Ports a separate Order Form must be submitted.
- 1.5 The following documents should be attached to the Order Form:
 - a) Copy of the telecommunications license or certificate of entry in the register of telecommunications businesses, issued by the President of OEC
 - b) Original of the extract of the National Court Register related to the carrier or its copy certified as a true copy by an authorized person; (the original or a certified copy shall be issued not earlier than 3 months before the Order Form submission date)
 - c) In the case of persons unauthorized to act on behalf of the carrier it is necessary to obtain the power of attorney for the person submitting the Order Form
- 1.6 The Order Form and documents mentioned above must be submitted to OPL by the Carrier personally, or via traditional mail (via registered mail with acknowledgement of receipt) or a courier mail (with acknowledgement of receipt) to OPL's organizational unit at:

Orange Polska S.A.
Wholesale Domain
Sales of Wholesale Services
Al. Jerozolimskie 160
02-326 Warszawa
- 1.7 An Order Form shall be deemed complete if its contents comply with the requirements and all fields in the Order Form are filled in. The Order Form must be appended with all the documents mentioned above. If a given field is to be left blank intentionally, a dash should be entered into it.
- 1.8 If the Order Form is filled in incorrectly or incompletely, OPL shall call the Carrier to complete the Order Form in question.
- 1.9 OPL verifies the submitted Order Forms free of charge.
- 1.10 An Order shall be deemed submitted on the date of receipt by OPL of a correct and complete Order Form signed by authorized representatives of the Carrier.
- 1.11 Upon receiving a correctly completed and signed Order Form, OPL verifies the technical feasibility of access to TPIX, as defined in the Order Form.
- 1.12 OPL may refuse to deliver upon the Order Form submitted based on the TPIX Offer, if, in particular:
 - a) The carrier fails to submit the required documents, attached to the order form mentioned above.
 - b) The devices, cables, or ODF equipment necessary to form the optical fibers do not comply with the applicable legal regulations.
 - c) The Carrier has breached a material provision of another agreement with OPL and despite being called to cure the breach, has failed to do so until the Order submittal date.
 - d) The Carrier was or is in arrears with payments due to OPL under other agreements with OPL and refuses to secure its future liabilities to OPL under the Telehousing PRO Agreement, by submitting a bank warranty or bank reserve confirming its ability to cover the liabilities.
 - e) The Order cannot be fulfilled due to Force Majeure.

- 1.13 OPL will communicate the result of the TPIX port availability Order Form consideration to the Carrier within 5 WD from the date of Order Form submission, by fax or e-mail, to the address indicated by the Carrier in the Order Form, in the form of the Order Form containing an appropriate field filled in by OPL:
- a) Responding positively and confirming the TPIX Port availability, or
 - b) Responding negatively and providing the reasons and alternative solutions,
 - c) Refusing to accept the Order, with justification.
- 1.14 When providing a positive response to the order form, OPL will provide the Carrier with two copies of a draft TPIX Agreement signed by OPL, and will reserve appropriate resources.
- 1.15 If the TPIX Agreement draft is accepted by the Carrier, the Carrier is required to promptly sign and deliver it to OPL, within 10 WD from the date of receipt, to the address indicated in the address appendix to the TPIX Agreement.
- 1.16 If the Carrier accepts the alternative solution mentioned in Item 1.9 point b) within 5 WD from its receipt, OPL reserves the resources and sends the TPIX Agreement draft to the Carrier.
- 1.17 Failure to accept the alternative solution within 5 WD from the date of receiving the OPL response mentioned in Item 1.12 point b) means that the Carrier rejects the alternative solution for delivery of the ordered TPIX access and withdraws the Order Form.
- 1.18 If the Carrier fails to send the signed TPIX Agreement within the deadline set in Items 1.14 and 1.16 above, the Order shall be deemed withdrawn and OPL shall release the reserved resources.

2 TPIX Service Access Delivery

- 2.1 Signing the TPIX Agreement by the Parties starts the process of TPIX service provisioning or the alternative solution investment process.
- 2.2 OPL informs the Carrier about the readiness to deliver TPIX services in the form of a note sent via digital channels of communication, to the address indicated in the address appendix to the TPIX Agreement.
- 2.3 Upon receiving the information referred to in Item 2.2, the Carrier confirms the readiness to receive access to the TPIX services in the form of information sent to OPL's e-mail address indicated in the address appendix to the TPIX Agreement.
- 2.4 Upon confirming the readiness mentioned in Items 2.2 and 2.3 by the Parties, OPL sets up the TPIX Port settings.
- 2.5 After configuring the TPIX Port settings, OPL informs the Carrier about this fact, by sending information to the e-mail address indicated in the address appendix to the TPIX Agreement.
- 2.6 After OPL sets up the configuration mentioned in Item 2.4, the Parties shall agree upon and confirm the date of granting access to TPIX services, via a TPIX access acceptance protocol signed by the Parties, the template of which is provided in **Appendix 2** to the Offer.
- 2.7 If the Carrier does not take part in granting access to the TPIX services at a given location, OPL can launch the services and sign the TPIX Access Acceptance Protocol unilaterally, and then send it to the Carrier at the address indicated in the address appendix to the TPIX Agreement.
- 2.8 Within 3 WD the Carrier may raise reservations to the Acceptance Protocol mentioned in Item 2.6, or send the signed TPIX Access Acceptance Protocol back to OPL, at the address indicated in the address appendix to the TPIX Agreement.
- 2.9 If the Carrier fails to raise its objections or return the signed TPIX Access Acceptance Protocol within the deadline set in Item 2.8 above, the TPIX Access Acceptance Protocol signed unilaterally by OPL shall be deemed accepted by the Carrier.

3 TPIX Service Access Parameter Modifications

- 3.1 Subject to Item 3.4, in order to change the parameters specified in the TPIX Access Order Form, provided in Appendix 1 to the Offer, in particular the number and location of Ports (access to the services offered on the TPIX platform), the Carrier must submit a completed and signed TPIX Access Order Form to the address indicated in the address appendix to the TPIX Agreement. The modification of parameters mentioned above may also require submission of the Telehousing Pro service modification order/request.
- 3.2 In the event of favorable technical conditions for modifications of the access to the TPIX services, in particular the number and location of ports in accordance with the Order Form submitted by the Carrier, the Parties shall sign an annex to the TPIX Agreement, taking into account the modification of TPIX service access.
- 3.3 The fulfillment of any Order contemplated in Item 3.2 shall be subject to the provisions of section 2, Item 1 hereof, as appropriate.

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- 3.4 In order to change the throughput of Ports or VLAN Channel bandwidth paid as "Per Bandwidth" or set up additional VLAN Channels, the Carrier must send via electronic channels of communication a (scanned) TPIX Change Request, completed and signed, the template of which is included as Appendix 3 to the Offer, hereinafter referred to as "the Order Form", to the address indicated in the address appendix to the TPIX Agreement.
- 3.5 The Request referred to in Item 3.4 should be complete. The Request is deemed as complete, if all the Request form fields are filled in correctly by the Carrier, and the Carrier attached all the Appendices set forth in the Request template.
- 3.6 OPL considers the Request set forth in Item 3.4 free of charge.
- 3.7 OPL may refuse to modify the TPIX service access parameters and deliver upon the Request form, if, in particular:
- a) The Carrier has breached a material provision of the Agreement or another agreement with OPL and despite being called to cure the breach, has failed to do so until the Order Form submittal date.
 - b) The Carrier was or is in arrears with payments due to OPL under the Agreement or other agreements with OPL and refuses to secure its future liabilities to OPL under the Telehousing PRO Agreement, by submitting a bank warranty or bank reserve confirming its ability to cover the liabilities.
 - c) The delivery of TPIX service access parameters is not feasible due to Force Majeure.
- 3.8 OPL responds to the Carrier's Request mentioned in Item 3.4 within 3 WD from the date of the Request submission, electronically, to the address indicated in the address appendix to the TPIX Agreement:
- a) Responding positively and confirming feasibility of the modifications, or
 - b) Responding negatively and providing the reasons and alternative solutions,
 - c) Refusing to accept the Request, with justification.
- 3.9 After responding positively, OPL delivers upon the Request within 5 WD from the date of its receipt.
- 3.10 If the Carrier accepts the alternative solution referred to in Item 3.8 point. b) OPL shall implement alternative within the deadline specified therein, and the Carrier shall pay any costs associated with the implementation of the alternative solution, which are set out in response to the Request.
- 3.11 Failure to accept the alternative solution within 5 WD from the date of receiving the OPL response mentioned in Item 3.8 point b) means that the Carrier rejects the alternative solution for delivery of the Request, which results in withdrawal from the modification of TPIX service access parameters outlined in the Request and the alternative solution.
- 3.12 In the event of favorable technical conditions for modification of the throughput of Ports or modification of bandwidth of VLAN channels paid as "Per Bandwidth" or setup of additional VLAN Channels for TPIX, in line with the Change Request submitted by the Carrier, OPL does not require the Parties to sign a TPIX Agreement Annex.
- 3.13 Upon delivery of modifications outlined in the Request, OPL provides the Carrier with the electronic version (scanned) Request, with the section "SERVICE ACTIVATION CONFIRMATION" section filled in by OPL.
- 3.14 Within 3 business days from the date of receipt of the service activation confirmation from OPL, the Carrier may raise reservations or submit to OPL the electronic (scanned) version of the signed Order (as provided in the "SERVICE ACTIVATION CONFIRMATION" section). If during the afore-mentioned period the Carrier does not raise any reservations, nor submits to OPL the signed Order (as provided in the "SERVICE ACTIVATION CONFIRMATION" section), the Parties deem the Order provided in the "SERVICE ACTIVATION CONFIRMATION" and signed unilaterally by OPL to be accepted by the Carrier.
- 3.15 Costs incurred by the Carrier under the current agreement due to the changes made on the basis of the Request may vary according to the Price List set out in Section 5 of the Offer, starting from the date of confirmation of activation of the service as referred to in Item 3.14.

4 TPIX Service Access Withdrawal

- 4.1 The TPIX service access is withdrawn on the date of the TPIX Agreement expiry or termination.

SECTION 3 – FAILURES

1 Failure Handling and Rectification

- 1.1 The Carrier shall promptly report any Failure to OPL electronically, to the address indicated in the address appendix to the TPIX Agreement. OPL shall receive such reports 24 hours a day, 7 days a week, 365 days a year.
- 1.2 OPL shall confirm receipt of the Failure report within 30 minutes, to the e-mail address indicated in the indicated in the address appendix to the TPIX Agreement.
- 1.3 OPL shall inform the Carrier about any Failure detected by OPL, to the contact phone number or electronically to the address indicated in the address appendix to the TPIX Agreement.
- 1.4 The Request mentioned in Items 1.1 and 1.3 should contain the following information:
 - a) Carrier name (only for Request defined in Item 1.1),
 - b) indication of the resources affected by the Failure
 - c) description of the Failure.
- 1.5 OPL shall notify the Failure rectification to the Carrier electronically, to the address indicated in the address appendix to the TPIX Agreement.
- 1.6 In response, the Carrier shall confirm the Failure rectification electronically, to the address indicated in the address appendix to the TPIX Agreement.
- 1.7 If despite of the activities performed by OPL the Failure remains not rectified, the Carrier shall notify such fact to OPL. In such case, OPL shall reattempt to repair the Failure. The Parties collaborate with each other until the Failure has been repaired.
- 1.8 The “Failure rectification suspension” by OPL means a period during which the OPL technical team is unable to perform the rectification for reasons attributable to the Carrier. The Failure rectification suspension period is not counted against the Failure rectification time. The Carrier cannot raise any claims against OPL for the Failure rectification suspension period.
- 1.9 In case of Failure rectification suspension, OPL shall promptly notify such fact to the person who has reported the Failure and shall arrange the time when the cause of the suspension becomes removed. After such removal of the suspension cause, the Failure rectification suspension state becomes cancelled.
- 1.10 OPL warrants that the Failure rectification activities will start:
 - on weekdays between 18:00 and 8:00:00 AM hours — within 12 hours of reporting the Failure or detecting it by OPL
 - on weekdays between 18:00 and 10:00:00 PM hours — within 14 hours of reporting the Failure or detecting it by OPL
 - at night (22:00-08:00) and on Saturdays and official holidays — within 14 hours of reporting the Failure or detecting it by OPL.

2 TPIX Service Provisioning Interruption

- 2.1 In case of interruption to the TPIX service delivery at any site, due to reasons attributable to OPL, the Carrier shall be entitled to a refund of the amount of 1/30 (one thirtieth) of the monthly fee due to the TPIX Agreement for the given site per each started period of 24 hours of interruption.

SECTION 4 – FORMAL AND LEGAL CONDITIONS

1 Term of the TPIX Agreement

- 1.1 The TPIX Agreement may be signed for a definite and indefinite period.
- 1.2 The Agreement may be concluded for a period of not less than six months and can not be terminated before that date, if the Service Order Form may be delivered only in an alternative way and, therefore, OPL must incur additional capital expenditures.
- 1.3 The TPIX Agreement concluded for a definite term shall be automatically extended for an indefinite term, unless the Carrier notifies OPL, by 30 days before the TPIX Agreement expiration, that they have no intention of using the TPIX services after the TPIX Agreement expires.
- 1.4 In order to extend the TPIX Agreement for another definite period of not more than three years, the Carrier submits a TPIX Agreement Extension Request three months before the expiry of the TPIX Agreement. OPL shall respond to such Request within 21 days of its receipt.
- 1.5 The TPIX Agreement must be extended in writing, by signing a TPIX Agreement Annex by the Parties.
- 1.6 The TPIX Agreement may be signed for the period not longer than the term of the Telehousing PRO Agreement prevailing over the TPIX Agreement.

2 Obligations of the Parties

- 2.1 The Carrier shall not, without the prior written consent of OPL (granted under pain of nullity), share TPIX Ports under any title, and on any terms, whether free of charge or periodically, with any third parties.
- 2.2 Neither Party may assign its rights or obligations resulting from the TPIX Agreement to any third party without the prior written consent of the other Party.
- 2.3 The provision set forth in Item 2.2 does not apply to:
 - a) A transfer of amounts or interest due under the TPIX Agreement, including remuneration and contractual penalties, by the creditor under Art. 509 of the Civil Code;
 - b) Transfer of rights by OPL under the TPIX Agreement, in favor of any of the companies belonging to the OPL Group.

3 Liability of the Parties

- 3.1 Each Party shall indemnify the other for any damages, excluding lost profits, caused by non-performance or inadequate performance of the TPIX Agreement, except when such non-performance or inadequate performance is due to circumstances for which such Party is not responsible.
- 3.2 Neither Party shall be responsible for non-performance or inadequate performance of the TPIX Agreement due to Force Majeure.
- 3.3 If the non-performance or improper performance by a Party is caused by Force Majeure:
 - a) Such Party shall promptly notify in writing the other Party of the occurrence and cessation of the Force Majeure event, presenting the relevant documentation wherever possible
 - b) Such Party shall promptly begin to remedy the consequences of this such event
 - c) Each Party shall spare no effort to nevertheless adequately perform the TPIX Agreement
 - d) The Parties shall promptly agree on the way of conduct under such circumstances.
- 3.4 OPL shall not be responsible for:
 - a) Contents shared while the Contractor accesses the TPIX services
 - b) Protection of the data and software in the Carrier's computers connected to TPIX against interference of any third parties
 - c) Consequences of misuse of TPIX service access
 - d) Any damage of the Carrier Equipment or lines belonging to the Carrier or to any third party, except if such damage is caused by OPL
 - e) Failures of Carrier Equipment and lines, resulting from failures of any equipment or lines not belonging to OPL or from any acts or omissions of the Carrier
 - f) Failures resulting from modifications of the TPIX access Port by the Carrier (whether at the logical or physical level)

- g) Downtime of services provided based on TPIX, resulting from the Carrier's behavior or negligence
- h) Consequences of the Carrier's failure to indicate to OPL the persons authorized to cooperate with OPL in matters related to TPIX service access, including Failure rectification, or to notify any change of their contact data
- i) Consequences of non-compliance of equipment or lines owned by the Carrier or by a third party with their technical parameters
- j) Consequences of the lack of ability to provide access to the TPIX services in the case of third party acts or negligence impacting network elements and devices assigned to the Carrier to provide access to the TPIX services
- k) Malfunctions of software owned by the Carrier
- l) Unavailability of the services or loss of information due to a virus/worm infection, etc., or similar Internet threats, delivered to the Carrier network in result of connecting the Carrier's computers with the Internet
- m) Registration of domains by the Carrier while the Carrier accesses the TPIX services
- n) Consequences and losses resulting from TPIX service access restrictions or downtime
- o) Damage to the Carrier Equipment in result of actions of the Carrier or any third party

3.5 Each of the Carriers connected to TPIX is liable for compliance with the law and standards in force.

3.6 OPL shall not be liable for any acts or omissions of the Carrier in the course of exchanging traffic with TPIX, including any damage, direct or indirect, incurred by other Carriers or third parties.

3.7 In case of any claims against OPL for damages resulting from the Carrier's access to TPIX or from the Carrier's acts or omissions related to the traffic exchange, the Carrier shall hold OPL harmless and shall indemnify OPL for all expenses incurred in connection with such claims.

3.8 The Carrier shall:

- a) Use the Equipment made available by OPL in accordance with its intended purpose and with the requirements of correct operation
- b) Promptly notify OPL of any malfunctions, defects, or damages of the Equipment made available by OPL
- c) Not make repairs or upgrades of the Equipment made available by OPL (any modifications, maintenance, and repairs of the Equipment may be made exclusively by OPL or its authorized representatives)

4 TPIX Agreement Dissolution and Termination Rules

4.1 Either Party may terminate the TPIX Agreement concluded for an indefinite term, by a 30-day notice effective on the end of the settlement period, delivered in writing by registered mail, by:

- a) Sending a written carrier declaration to OPL, via registered mail with acknowledgement of receipt, or via a courier shipment, to the address defined in the TPIX Offer address appendix.
- b) Sending a written OPL declaration to the carrier, via registered mail with acknowledgement of receipt, or via a courier shipment, to the address defined in the TPIX Offer address appendix.

4.2 OPL may at any time limit or suspend provision of the TPIX service access or immediately terminate the TPIX Agreement without any period of notice, if OPL determines that the Subscriber has failed to comply with the TPIX Agreement or the law with respect to the use of the TPIX access, and in particular if the Carrier:

- a) Delays payment of fees under the signed TPIX Agreement for at least one (1) settlement period, if they are not paid, even despite the OPL's call for payment made in writing, within an additional period of seven days from the date of receipt of the call
- b) Gets (or attempts to get) unauthorized access to information resources of other entities or undertakes (or allows a third party to undertake) other activities which hinder or prevent the provision or use of telecommunications services
- c) Fails to comply with the applicable regulations of the Telecommunications Law Act of 16.07.2004 (JoL 171.1800, as amended)
- d) Causes overloading (including overflow), blocking, or traffic congestion in the Internet or other data networks or their elements
- e) sends (or allows to send) unsolicited information or enables any third party to use resources (such as disk space, dynamic memory, software configuration) or information (such as text data and software scripts stored in such resources) for the purpose of sending unsolicited information, especially in breach of the Parliamentary Act of 18.07.2002 on providing services electronically (JoL 144.1204, as amended)

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- f) Undertakes any actions which could damage OPL's network infrastructure or interfere with proper functioning of the OPL system used to provide and monitor the TPIX, network backbone, network access points, and other network elements
 - g) Destroys or damages equipment, and as a result is unable to provide access to TPIX
 - h) Provides third parties with access to TPIX, via a TPIX Carrier, by directly connecting the telecommunication network of this party, without OPL's authorization and knowledge
 - i) Loses its entitlement to conduct business activities (becomes deleted from the Register of Telecommunications Providers)
 - j) Modifies or damages the TPIX port (its logical or physical tier)
 - k) Suspends, damages or blocks proper operation of TPIX or devices or networks owned by Carriers
 - l) Uses the TPIX Service access in breach of the TPIX Agreement and fails to cease such breach within 14 days of receipt from OPL of a written demand to cease such breach.
- 4.3 OPL may suspend TPIX access until the Carrier rectifies the underlying cause of the suspension and informs OPL about this fact, as well as OPL confirms effective removal of the cause.
- 4.4 Suspending the TPIX service access does not debar OPL from a right to terminate the TPIX Agreement without the notice period.
- 4.5 During the period of TPIX service access suspension as contemplated in Item 4.2 above, the Carrier must continue to pay the monthly subscription fees.
- 4.6 OPL may interrupt the provision of the TPIX service access in order to perform activities during the Maintenance Window. OPL is not required to notify Carriers of such interruptions every time.
- 4.7 Notwithstanding the provisions of Item 4.2, either Party may terminate the TPIX Agreement immediately without notice if the other Party has committed a serious breach of the TPIX Agreement provisions (other than those referred to in point. 4.2) and did not cease such breach within 14 days from the date of receipt from the other Party of a written demand to cease such breach.
- 4.8 At any time, OPL may terminate the TPIX Agreement by a written notice, under the pain of nullity, with a notice period set forth below, effective on the last day of the respective calendar month, if:
- a) The Carrier acting as the TPIX Agreement Party breaches the TPIX agreement provisions (other than those mentioned above, authorizing to terminate the TPIX Agreement immediately) and fails to cease such breach within 30 days from the date of receipt from OPL of a written demand to cease such breach – the period of notice is 3 months.

5 Dispute Resolution

- 5.1 Any disputes between the Parties with relation to the TPIX Agreement shall be resolved through consultations and negotiations.
- 5.2 Such consultations and negotiations shall be conducted by authorized representatives of both Parties, on request of either Party. If the dispute remains unsolved after 60 days from such request, it shall be brought before a competent common court.

6 Amendments to the TPIX Agreement, Changes of the Parties' Data

- 6.1 Any amendments to the TPIX Agreement shall be effective only if made in writing as a TPIX Agreement annex, signed by both Parties, except for cases when the TPIX Agreement stipulates otherwise.
- 6.2 Subject to the next clause, changes, including in particular the number and location of Ports (access to the TPIX services) referred to in Section 2, Item. 3.1 of the Offer, require the Parties to sign an annex to the TPIX Agreement. The requirement of signing the annex to the TPIX Agreement shall not apply to the Parties in the case of changes in the throughput of Ports or VLAN Channel bandwidth paid as "Per Bandwidth", or if additional VLAN Channels are set up, as referred to in Section 2, Item 3.4 of the Offer.

SECTION 5 – FEES, SETTLEMENTS AND PAYMENTS

1 Fees and Settlements

1.1 Activation Fees:

Activation Fees		
Item	Fee Details	Barbary, Pięka, LIM Center*
		Fee [PLN]
1.	Ports:	
	a) 10 GbE	PLN 4,000.00/Port
	b) 10 GbE whit a bandwidth limit of 3 Gbit/s	PLN 3,000.00/Port
	b) 1 GbE	PLN 1,000.00/Port
2.	VLAN	
	a) open peering	
	- First Channel	Included in price
	- Second and subsequent Channels	PLN 500.00/VLAN
	b) To TPNET - BGP A/B/C/D	Included in price
	c) Client TPIX – Client TPIX	PLN 500.00/VLAN
3.	Connection between LIM Center; Barbary-Pięka** facilities	PLN 2,000.00/Connection

* For LIM Center, the Port access connection/patchcord is provided by the Carrier, for Pięka i Barbary OPL facilities the Carrier's fiber termination point connection/patchcord is provided by OPL, price included in the port price.

** Only for the TPIX Offer delivery - Carrier equipment deployed in the Telehousing Room and TPIX ports in OPL's Barbary facility (access from Pięka and LIM Center facilities to 10G Ports deployed at the Barbary facility).

1.2 Subscription Fees:

Subscription fees		
Item	Fee Details	Barbary, Pięka, LIM Center
		Fee [PLN]
1.	Ports*:	
	a) 10 GbE	PLN 4,000.00/Port
	b) 10 GbE whit a bandwidth limit of 3 Gbit/s	PLN 3,000.00/Port
	b) 1 GbE	PLN 1,000.00/Port
2.	VLAN**:	
	a) open peering	
	- For VLAN; first Channel	Included in price
	- For VLAN, second and subsequent Channels	Included in price
	- For the band	Included in price
	b) To TPNET - BGP A/B/C/D	
	- For each VLAN	Included in price
	- For the band	Current fee information available from OPL account
	c) Client TPIX – Client TPIX	
	- For VLAN	PLN 500.00/VLAN
	- For the band	Included in price
3.	Fiber optic connection between LIM Center; Barbary-Pięka facilities	PLN 1,000.00/Connection**

* The service is maintained if the Parties (the Ordering Party and the Party connecting to the Ordering Party) own signed Port Agreements in force.

** A single connection for the fiber optic cable mentioned in the clause above, for the Carrier requesting the cable setup, means – 2 fibers, if 2 fibers are required for proper setup of the connection (1 transmitting fiber, 1 receiving fiber), - 1 fiber, if the transmission and reception signal direction is shared by the same cable, split into bands.

2 Invoicing and Payment Terms

- 2.1 Under the TPIX Agreement, the Carrier shall pay the fees set forth in the TPIX Agreement, based on VAT invoices issued by OPL.
- 2.2 The rates and fees set forth in the TPIX Agreement, specified in the invoices, shall be increased by the VAT amount as per the relevant regulations.
- 2.3 If the service was provided by OPL for a shorter period than a full month, the fee shall be calculated per each started day. In that case, the daily fee shall be calculated as the monthly fee divided by 30.
- 2.4 OPL charges the one-off, post paid activation fees mentioned in Item 1.1, from the date of signing the TPIX Access Acceptance Protocol.
- 2.5 OPL charges prepaid subscription fees mentioned in Item 1.2 for a given month – at the beginning of the settlement period, in monthly cycles, from the date of signing the TPIX Access Acceptance Protocol.
- 2.6 OPL shall issue VAT invoices on the following dates:
 - Until the 10th WD of the given month, for the specific settlement period, for prepaid payments;
 - Until the 10th WD of the subsequent month after the specific settlement period, for postpaid payments;
- 2.7 The Carrier shall pay for the TPIX Agreement services by bank transfer to the account indicated by OPL, within 14 days of the invoice date.
- 2.8 The payment shall be deemed effected on the date of crediting the OPL bank account.
- 2.9 Each invoice shall indicate the method of payment and the OPL's bank account (bank name, address, and account number).
- 2.10 In case of delay of the invoice payment, the Carrier shall pay to OPL the statutory interest per each day of delay, pursuant to a written call for payment.
- 2.11 The fees payable, arising from the implementation of the TPIX Agreement provisions, may be deducted with the mutual obligations of the Parties, arising from the settlements for other services as part of the interconnection partnership.

SECTION 6 – COMPLAINTS

1 Financial Complaints

- 1.1 The Carrier may complain about a received invoice within 14 days of its receipt.
- 1.2 Any complaints must be submitted in writing, against confirmation of receipt, to the address of the relevant OPL organizational unit indicated in the address appendix to the TPIX Agreement.
- 1.3 The complaint shall be deemed submitted on the date of its receipt by OPL's organizational unit, as contemplated above.
- 1.4 Any complaint shall be considered by OPL only if it specifies the number of the disputed invoice and is accompanied by a detailed list of the subject to the complaint, together with details sufficient to unequivocally identify the relevant items and with detailed specifications of the objections. Furthermore, the complaint must include the carrier's data, i.e. company name, full address and phone number of the contact person, and the TPIX Agreement number and date.
- 1.5 OPL shall consider each complaint within 30 days of the date of its receipt at the address indicated in the address appendix to the TPIX Agreement.
- 1.6 Submitting a complaint does not release the Carrier from the obligation to pay the invoiced amount in due time.
- 1.7 If OPL accepts the complaint, it shall issue a correcting invoice within 30 (thirty) days.
- 1.8 If the invoice-related complaint is rejected, OPL shall respond in writing, providing a justification.
- 1.9 OPL shall respond to any complaint submitted by the Carrier in writing. Such response shall include the result of the complaint processing and a justification of OPL's decision.

2 Technical Complaints

- 2.1 The Carrier may file complaints for failure or negligence in delivery of the TPIX service access.
- 2.2 Any complaints must be submitted in writing, against confirmation of receipt, to the address of the relevant OPL organizational unit indicated in the address appendix to the TPIX Agreement.
- 2.3 The complaint shall be deemed submitted on the date of its receipt by OPL's organizational unit, as contemplated above.
- 2.4 If the complaint insufficiently formulates its subject matter or the demands, OPL shall request the Carrier to supplement the information within 7 WD. In such case, the complaint processing shall be suspended until the information supplemented and such suspension period shall not be counted against the time limit for the complaint consideration. If the Carrier fails to supplement the information within the abovementioned deadline, the complaint shall be left without consideration.
- 2.5 OPL shall consider the complaint within 30 WD of its receipt in writing.
- 2.6 If OPL fails to respond within such deadline, the complaint shall be deemed accepted.
- 2.7 A complaint may be submitted only within 12 months of the date of the event giving the grounds for the complaint.
- 2.8 Submitting a complaint does not release the Carrier from the obligation to pay in full and in due time the amounts invoiced for the TPIX service access.
- 2.9 If in result of accepting the complaint, the invoice for the affected settlement period needs to be corrected, OPL shall issue a correcting invoice.