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Reference offer of HT-Hrvatske telekomunikacije d.d.
for the providers of value added services

Contents:

1	Subject of the reference offer.....	3
1.1	Subject of the Reference Offer	3
1.2	Terms and Definitions	3
2	Scope and activation of T-Com services.....	4
2.1	Scope of T-Com Services	4
2.2	Network Access.....	4
2.3	Submission and Acceptance of the Request for the Service	5
2.4	Conditions for Activation and Provision of the Service.....	6
2.5	Numbering	7
3	The change in technical parameters	8
4	Obligations of the service provider	8
5	Basic (essential) requirements.....	9
6	Quality of service	10
6.1	Interferences	10
6.2	Parameters of the Quality of Service.....	10
6.3	Operation and Maintenance	11
7	Payment terms.....	11
7.1	Payment Terms of T-Com Services.....	11
7.2	Collection of Outstanding Claims and Complaints Procedure	12
7.3	Financial Guarantee	12
8	Billing and collection services.....	13
9	Changes to the prices and the reference offer.....	13
10	Temporary suspension of the provision of services	14
11	Liability.....	15
12	Confidentiality.....	16
13	Intellectual property rights.....	16
14	Duration of the contractual relationship.....	16
15	Settlement of disputes.....	16
16	Transition and final provisions	17
	Attachment A.....	18
	Technical conditions.....	18
	Attachment B.....	20
	Prices.....	20
	Attachment C	22
	Contact address	22
	Attachment D	23
	Interference establishment and repair.....	23

1. Subject of the reference offer

1.1 Subject of the Reference Offer

- (1) Pursuant to the provisions of the Law on Telecommunications, the Regulations on Network Access and Interconnection and the Regulations on Telecommunications Services, HT-Hrvatske telekomunikacije d.d., Savska cesta 32, Zagreb (hereinafter: T-Com) has prepared its reference offer (hereinafter: the Reference Offer) for the provision of network access (hereinafter: T-Com Services) to the authorized providers of Value Added Services (hereinafter: the Service Provider). T-Com Services enable the Service Provider to provide Value Added Services to customers who are connected to the fixed network of T-Com or to customers to whom these services are available pursuant to Interconnection Agreements concluded between T-Com and other operators (hereinafter: End Customers). Value Added Services provided by the Service Provider are not available to End Customers of T-Com who are using the services of another operator via either carrier selection or carrier pre-selection mode.
- (2) This Reference Offer of T-Com for the provision of T-Com Services consist of, apart from the general provisions, the related technical conditions that equally apply to all Customers in the Attachment A, the prices of T-Com Services in the Attachment B, information on T-Com's contact point in the Attachment C, and details about procedure for detection and repair of interferences in the Attachment D.
- (3) For the purpose of activation and provision of T-Com Services, T-Com and the Service Provider shall enter into the agreement on the provision of T-Com Services (hereinafter: Agreement on the Provision of T-Com Services) in line with the provisions of this Reference Offer. This Reference Offer and all Attachments hereto make an integral part of the Agreement on the Provision of T-Com Services. The Agreement on the Provision of T-Com Services may additionally contain other provisions that are specifically related to a particular Service Provider. These other provisions shall be subject to a commercial agreement between T-Com and the Service Provider.
- (4) All mutual relations between T-Com and the Service Provider related to T-Com Services, which are not regulated by this Reference Offer and/or the Agreement on the Provision of T-Com Services entered into pursuant to this Reference Offer, shall be appropriately regulated by all valid regulations of the Republic of Croatia.

1.2 Terms and Definitions

In this Reference Offer the respective terms and definitions have the following meanings:

1. **Network Access:** physical and logical connection of terminal and other equipment to T-Com network.
2. **Network Terminal Equipment:** terminal equipment of T-Com connected between the Terminal Equipment of the Service Provider and the connection point, which makes an integral part of T-Com network.
3. **Connection Point:** interface in the premises of the Service Provider for connection to T-Com network via house installations.
4. **Terminal Equipment of the Service Provider:** the equipment of the Service Provider that is connected via Network Terminal Equipment to connection points of T-Com network.
5. **T-Com Network:** fixed public telephone (PSTN and ISDN) network, including any part of it owned or leased by T-Com.
6. **Service Provider:** authorized provider of value added services.
7. **End Customer:** end customer of value added services who is connected to the fixed network of T-Com or to whom these services are available pursuant to Interconnection Agreements concluded between

T-Com and other operators.

8. **Value Added Services:** any service requiring the processing of data on telecommunications traffic or data on a location outside of the scope necessary for communication via telecommunication network or for the calculation of costs.

2. Scope and activation of T-Com services

2.1 Scope of T-Com Services

- (1) T-Com Services provided to the Service Provider shall include access to T-Com network and the supporting IN Platform services of T-Com.
- (2) The Service Provider has the right to agree with T-Com on the provision of additional services and on the special tariff models that are not the subject of this Reference Offer. The provision of such additional services and special tariff models shall make an integral part of the Agreement on the Provision of T-Com Services concluded between T-Com and the Service Provider.
- (3) The Service Provider is obliged to use T-Com Services exclusively for the purpose of providing Value Added Services to End Customers and undertakes not to cede the T-Com Services, or any of their part, for usage to third persons without the prior written approval of T-Com.

2.2 Network Access

- (1) The access to T-Com network within the meaning of this Reference Offer (hereinafter: Network Access Service) shall include the establishing of one or more connection points to T-Com's network (hereinafter: Connection Points) provided on the locations chosen by the Service Provider. The Connection Points chosen by the Service Provider are specified in the Request for T-Com Services submitted by the Service Provider. The access by the Service Provider to T-Com network at the Connection Points specified in the Request for T-Com Services shall be considered as network access service defined in the valid Regulations on Network Access and Interconnection.
- (2) The Network Access Service provided by T-Com to the Service Provider shall include the following services:
 - (a) The physical connection of the Terminal Equipment of the Service Provider to T-Com Network, including the conveyance of voice communication between the Service Provider and End Customers;
 - (b) The intelligent network services (IN Services) which support the provision of Value Added Services by the Service Provider, and
 - (c) The Additional Services provided by T-Com upon the request by the Service Provider.
- (3) The physical connection of the Terminal Equipment of the Service Provider to T-Com Network is provided at the Connection Points specified in the Request for T-Com Services. Connection of the Terminal Equipment of the Service Provider and conveyance of voice traffic between End Customers and the Service Provider is realized via POTS/ISDN products designed on Local Switches or Remote Subscriber Units.
- (4) The IN Services are offered within two packages: the Standard package I, or the Standard package II, depending on the choice of the Service Provider:

- (a) Standard package I shall include the assignment of one 6-digit number with one call management program without subscriber control, up to 10 destinations, and the possibility for the Service Provider to choose a tariff group according to the price list defined in Attachment B to this Reference Offer.
 - (b) Standard package II shall include the assignment of a block of ten 6-digit numbers with call management program without subscriber control, up to 10 destinations, and the possibility for the Service Provider to choose a tariff group according to the price list defined in Attachment B to this Reference Offer.
- (5) Call management program from paragraph 4 of this article, available under both Standard package I and Standard package II within IN Services, is designed in accordance with the Request for T-Com Services submitted by the Service Provider. The level of service management and the assigning of parameters within the call management program depend on T-Com's current technical possibilities and software capacities. The call management program may contain the following parameters:
- Forwarding of calls to particular destinations depending on the phone number (C-number);
 - Forwarding of calls to particular destinations depending on the area codes from which the call is coming;
 - Forwarding of calls to particular destinations depending on the date, day in the week and time (periodic time window);
 - Forwarding of calls to particular destinations at particular time (temporary time window);
 - Distribution of calls to different destination numbers;
 - Call forwarding to alternative destinations under specific circumstances (redirecting or limiting the calls).
- (6) Additional services are provided by T-Com within the existing technical and operational possibilities of T-Com Network, in accordance with the Request for T-Com Services submitted by the Service Provider. The Additional Services may contain:
- (a) Further phone numbers (individual or group) with one traffic management program;
 - (b) Expanding the program for further destinations for traffic management;
 - (c) Provision of phone number digit combination according to the Service Provider's wishes;
 - (d) Change of destination of parameters in traffic management programs;
 - (e) Statistical data on realized traffic towards the Service Provider;
 - (f) Specification of incoming calls.
- (7) The Service Provider is authorized to request from T-Com also a special network access, i.e. a special interface, and T-Com is obliged to meet this request by the Service Provider if the Service Provider can meet technical and security conditions, and necessary functionalities stipulated by T-Com for the functioning of T-Com Services, if basic (crucial) requirements are met for the integrity of T-Com Network and the interoperability of services, if there exist technical possibilities and if the enabling of a special access does not disrupt the principle of non-discrimination. Technical and commercial conditions of a special network access, provided by T-Com to the Service Provider, shall be defined pursuant to a special commercial covenant in the Agreement on the Provision of T-Com Services.

2.3 Submission and Acceptance of the Request for the Service

- (1) Technical conditions for establishing of access to T-Com Network depend on current availability and development of T-Com Network.
- (2) In order to obtain T-Com Services, the Service Provider has to submit to T-Com an official request for T-Com Services (hereinafter: Service Request). The official Service Request has to be submitted in a

written form to T-Com's Contact Point defined in Attachment C of this Reference Offer, and must comprise at least the following:

- An official name and the address of the Service Provider;
 - Data on the authorized person of the Service Provider;
 - Explicit statement that the Service Provider is submitting an official Service Request;
 - Information on the desired location of the Connection Point;
 - Information on the desired modality of the Network Access Service;
 - Excerpt from the Register of the Commercial Court;
 - Letter from the relevant regulatory authority confirming that the Service Provider is an authorized provider of Value Added Services.
- (3) Acquiring of information about T-Com Services shall not be deemed as an official Service Request within the meaning of this Reference Offer.
- (4) T-Com shall respond to the submitted Service Request within 15 days as of the receipt of the Service Request by a written notice. In its response to the Service Request T-Com shall provide information on the existence of appropriate technical conditions for the provision of T-Com Services at desired locations, taking into account current availability and development of T-Com network and the fulfilment of technical preconditions determined in Article 4 paragraph 1 and in Attachment A hereto that the Service Provider has to meet prior to the activation of a T-Com Service.
- (5) If the Service Provider fails to meet some or all technical preconditions necessary for the provision of T-Com Services as stated above, then the obligation of T-Com to provide T-Com Services pursuant to this Reference Offer shall occur upon the execution of these preconditions by the Service Provider.
- (6) In case of the existence of the appropriate technical conditions regarding T-Com Network on the desired location of the Connection Point requested by the Service Provider, and provided that the technical preconditions on the side of the Service Provider are met, T-Com shall proceed with the submitted Service Request of the Service Provider and enter into the Agreement on the Provision of T-Com Services with the Service Provider. T-Com shall activate T-Com Services to the Service Provider at requested locations within the period of 60 days as of the date of the conclusion of the Agreement on the Provision of T-Com Services concluded between T-Com and the Service Provider.
- (7) In case two or more Connection POTS/ISDN lines have been covered in the Agreement for the Provision of T-Com Services, the rights and obligations from that Agreement shall be interpreted and applied independently to each such Connection Point as if separate Agreements have been concluded.
- (8) The provisions stated herein shall adequately apply to each request by the Service Provider for new access capacity and/or change of the existing capacity. In this case, the Agreement on the Provision of T-Com Services that has been already concluded between T-Com and the Service Provider shall be accordingly amended with respect to new access capacity and/or the changes in the existing usage of T-Com Services by the Service Provider.

2.4 Conditions for Activation and Provision of the Service

- (1) The following conditions for the activation and the provision of T-Com Services need to be met at all times:
- T-Com and the Service Provider have entered into the Agreement on the Provision of T-Com Services,

- The Service Provider is authorized to provide Value Added Services to its End Customers.
- (2) Notwithstanding the fulfilment of the conditions from paragraph 1 of this Article, T-Com shall be authorized to decline the activation of T-Com Services or the suspend the provisioning of these services to the Service Provider:
- if bankruptcy or any similar procedure has been initiated over the Service Provider, or if the Service Provider becomes unable to fulfil its payment obligations or is indebted, or if, according to T-Com's reasonable estimate, the Service Provider shall not be able to pay debts for the services rendered;
 - if, at the moment of submitting the Service Request, the Service Provider has due debts against T-Com for the services rendered;
 - if there is a reasonable doubt that the Service Provider abuses or has the intention to abuse any of the telecommunications services provided by T-Com, or if the Service Provider enables a third party an unauthorized use of these services;
 - if the Service Provider, upon the request of T-Com, does not provide to T-Com the appropriate payment insurance in accordance with Article 7.3 hereof.
- (3) Upon the cessation of the reasons from paragraph 2 of this Article, T-Com shall activate, i.e. continue to provide T-Com Services to the Service Provider.

2.5 Numbering

- (1) After receiving the Service Request submitted by the Service Provider, T-Com shall assign, or offer to the Service Provider to choose by itself an appropriate 060 service number or numbering range within T-Com Network in accordance with relevant regulations on numbering and the Numbering Plan of the Republic of Croatia. Depending on the type of connection (POTS/ISDN), T-Com shall assign a geographic number for each Connection Point requested by the Service Provider.
- (2) If the Service Provider disposes over its own number or the numbering range designated for the provision of Value Added Services pursuant to relevant regulations on numbering and the Numbering Plan, it shall provide all the necessary information regarding its own numbering resources to T-Com on the Service Request.
- (3) If T-Com assigned the number, or the numbering range to the Service Provider in accordance with paragraph 1 hereof, T-Com retains the right to change the numbers in T-Com Network pursuant to relevant regulations on numbering and the Numbering Plan of the Republic of Croatia. T-Com shall inform the Service Provider 60 days in advance about the change of its number in T-Com Network. The change of the Service Provider's number or numbering range in T-Com Network shall not justify the compensation of damages.

3. The change in technical parameters

- (1) T-Com retains the right to make slight changes in technical parameters of a T-Com Service caused by technical development, reconfiguration or upgrade of T-Com Network, international standards and recommendations and/or valid regulations of the Republic of Croatia, and which do not affect the functioning of T-Com Services determined pursuant to the Agreement on the Provision of T-Com Services.
- (2) T-Com shall inform the Service Provider about the changes in T-Com Network that might affect the functioning of T-Com Services determined by the Agreement on the Provision of T-Com Services at least 6 months prior to their implementation. This shall not apply in case of previous mutual agreement between T-Com and the Service Provider, interventions of minor importance, cases of force majeure, as well as in case of a decision of the relevant regulatory authority.
- (3) T-Com shall inform the Service Provider on the implementation of changes from paragraph 1 and paragraph 2 of this Article in written form. It shall be presumed that the Service Provider has accepted the changes if it does not object in a written form within 30 days upon the receipt of written notice sent by T-Com. In case that the Service Provider refuses to accept the changes, T-Com retains the right to stop providing T-Com Services to the Service provider in accordance with the provisions of this Reference Offer.
- (4) The costs that might be incurred to the Service Provider by the implementation of changes in accordance with paragraph 1 and paragraph 2 of this Article shall be borne by the Service Provider itself.

4. Obligations of the service provider

- (1) The Service Provider is obliged to ensure at its own expense appropriate Terminal Equipment of the Service Provider, electricity needed for installation, operation and maintenance and, if required, the potential equalization (equipotential bonding) including earthing, as stipulated by valid regulations, including appropriate in-house installations. Terminal Equipment of the Service Provider, including in-house installations, that is to be connected to the T-Com Network, has to comply with the applicable law and has to contain all the necessary certifications required by the law.
- (2) The Service Provider shall at its own expense provide T-Com with access to its property and any buildings at the location of the connection, to the extent that this is necessary to complete testing, installation and maintenance work. Depending on the type of the connection, T-Com shall install its Network Terminal Equipment at the location of the connection.
- (3) The Service Provider undertakes not to open or alter in any way the Network Terminal Equipment installed by T-Com or to displace it from the location for which it was intended. All maintenance and modification work on the installed Network Terminal Equipment may only be performed by authorized persons of T-Com. Upon termination of the contractual relationship between the Service Provider and T-Com, for whatever reason, the Service Provider shall return or enable T-Com to return the installed Network Terminal Equipment in the state as it was when the Service Provider received it, unless agreed otherwise by T-Com and the Service Provider.
- (4) The Service Provider shall be held liable for all damages incurred by improper or unauthorized usage

or misuse of Network Terminal Equipment, which is the result of the fault or gross negligence by the Service Provider.

- (5) The Service Provider shall immediately report to T-Com's contact point stated in Attachment C any lack, damage, loss or theft of the Network Terminal Equipment.
- (6) The Service Provider shall be in particular obliged to use T-Com Services and provide Value Added Services to its End Customers in conformity with the valid regulations on telecommunications, data protection and electronic media and with all applicable laws in general and especially the behaviour of a professional businessman.
- (7) The Service Provider is obliged to inform the End Customer on its name, and on the price of Value Added Services it provides, at the beginning of the provision of its services. The Service Provider must ensure that its name, and the price of Value Added Services it provides, is explicitly stated whenever Value Added Services are being advertised.
- (8) The Service Provider is especially forbidden to mislead the End Customer as regards the characteristics and the price of Value Added Services it provides. If it is established that the Service Provider is acting contrary to the above, Article 10 hereof shall apply.
- (9) The Service Provider is solely responsible for the content of Value Added Services that is being produced, transmitted or published by the provision of these services.
- (10) The Service Provider shall ensure that its equipment does not interfere with the security and operation of T-Com Network or in any other way act contrary to the principles laid down in this Reference Offer. The Service Provider shall be obliged to compensate all damages that might be incurred to T-Com as a consequence of such conduct.

5. Basic (essential) requirements

- (1) T-Com and the Service Provider shall ensure that basic (essential) requirements as defined in the Regulations on Network Access and Interconnection (hereinafter: Essential Requirements) are adequately protected, in as far as the establishment, maintenance and operation of T-Com Services are concerned.
- (2) T-Com and the Service Provider are acquainted with the fact that this Reference Offer and the respective Attachments contain specific principles and rules developed to ensure the protection of Essential Requirements. T-Com and the Service Provider shall consult each other in order to ensure that Essential Requirements are adequately protected.
- (3) One of the preconditions for the provision of T-Com Services by T-Com pursuant to this Reference Offer is that the Service Request submitted by the Service Provider is not detrimental to the operation, i.e. the integrity and interoperability of telecommunications network and services, and that the protection of services and internal data, network equipment, software as well as stored data, including personal data, confidential information and privacy is sustained at any time.
- (4) T-Com shall be entitled to cause interruptions, disturbances or modifications in its telecommunications network and services to the detriment of the provision of T-Com Services in connection with measures that are deemed necessary for technical and/or operating and/or maintenance reasons. In this case T-

Com shall notify the Service Provider as soon as possible, in good faith, about the interruption, disturbance and modifications in the network/services, stating the reasons hereof.

6. Quality of service

6.1 Interferences

- (1) T-Com and the Service Provider shall inform each other on technical interferences and their effect on T-Com Services and shall actively cooperate on the elimination of such interferences. The operational procedure for detection and repair of interferences has been defined in Attachment D.
- (2) For the purpose of execution of the procedure mentioned in paragraph 1 of this Article, the Service Provider shall nominate a responsible contact person.
- (3) The Service Provider is obliged to ensure T-Com the access to its facility premises to the interest of successful removal of interferences. T-Com is authorized to enter into the facility premises of the Service Provider exclusively in the presence of the Service Provider.
- (4) If upon examination T-Com establishes a defect on the Terminal Equipment of the Service Provider, that might cause interferences in the functioning and integrity of T-Com Network or the reduction in the quality of services provided by T-Com, the Service Provider is obliged to eliminate the defect in accordance with T-Com's recommendation, and that within 30 days upon receipt of T-Com's warning at the latest. T-Com is authorized to temporarily suspend the provision of T-Com Services to the Service Provider pursuant to Article 10 hereof until the defect on the Terminal Equipment of the Service Provider has been successfully eliminated.
- (5) If the Service Provider does not eliminate the defect within the period specified in paragraph 4 of this Article, or if it does not ensure T-Com the access to its facility premises for the purpose of equipment examination and defect elimination within 30 days upon the date of temporary suspension of the provision of T-Com Services, T-Com is authorized to permanently disconnect the Terminal Equipment of the Service Provider and prevent the Service Provider from further usage of T-Com Services.
- (6) If upon the interference report by the Service Provider or upon information gained by the End Customer, T-Com establishes by inspection that the interference has not been in the technical parameters in T-Com's responsibility, and that the Service Provider could have established the same itself, the Service Provider shall be obliged to compensate T-Com with all costs incurred to T-Com for such examination. If it is established upon examination that the interference was in technical parameters in T-Com's responsibility, T-Com shall not charge the Service Provider with the examination costs.
- (7) In no case shall T-Com be held liable for any damage resulting from improper functioning of the system and/or related equipment of the Service Provider, i.e. for any damage which the Service Provider is liable for.

6.2 Parameters of the Quality of Service

- (1) Network platform of T-Com, access lines and all related equipment necessary for the establishment and functioning of T-Com Services on the side of T-Com are designed, set up and used in accordance with the valid laws and other regulations from the field of telecommunications and in accordance with

all relevant recommendations of the International Telecommunications Union (ITU) and European Telecommunications Standard Institute (ETSI).

- (2) Prior to activation of the service, i.e. establishing of a particular access line, T-Com shall perform measurements with the corresponding performance parameters in accordance with the relevant technical standards. T-Com shall also regularly maintain its network capacities needed for T-Com Services in order to provide the guaranteed quality of service.

6.3 Operation and Maintenance

- (1) T-Com and the Service Provider shall each be responsible for the functioning of its equipment and operation of service that pertains to their respective system.
- (2) T-Com shall be responsible for installation, operation and maintenance of the system and related equipment within its own area of responsibility up to the Connection Point (T-Com access network termination point) on the location of the Service Provider.
- (3) T-Com and the Service Provider agree to exchange all information which both parties should consider necessary for the provision of T-Com Services.

7. Payment terms

7.1 Payment Terms of T-Com Services

- (1) The prices of T-Com Services charged by T-Com pursuant to this Reference Offer, as well as the prices of Value Added Services provided to End Customers by the Service Provider, are determined in the valid T-Com's price list. The extract from the valid T-Com's price list referring to T-Com Services constitutes Attachment B to this Reference Offer.
- (2) Prices of T-Com Services are charged on the monthly basis within the invoice issued by T-Com to the Service Provider. The Service Provider is obliged to pay the amount stated in the invoice within the deadline stated on the invoice. The Service Provider shall bear all costs that may arise regarding the payment of the invoice.
- (3) The one time fee for the installation of telecommunication capacities required for the access to T-Com Network within the meaning of Article 2.2 hereof shall be charged by the first invoice issued after the service activation.
- (4) The monthly fee for Network Access Service and the supporting IN Services shall be charged in advance. The first invoice for the monthly fee from this Article shall have the calculation period from the date of the service activation to the end of calculation period which is invoiced. In this calculation, the daily fee in the amount of 1/30 of the monthly fee shall be used.
- (5) T-Com shall charge the Service Provider for the usage of T-Com Network Infrastructure and IN Platform of T-Com which are used in the process of transmission and routing of the calls of End Customers to the Connection Point of the Service Provider, via settlement or via a direct invoice to the Service Provider, after the service has been rendered by T-Com to the Service Provider.
- (6) For the billing purpose of the usage of T-Com Services by the Service Provider, T-Com's measuring

data shall be relevant. Volume of traffic is calculated on wholesale principle, meaning that the duration of all successful calls (in seconds) is cumulated and expressed in aggregated minutes.

7.2 Collection of Outstanding Claims and Complaints Procedure

- (1) Complaints related to the invoiced amounts for T-Com Services have to be submitted to T-Com in writing, within 30 days upon the issuance of the invoice. Any amount invoiced will be deemed accepted unless the complaint has been sent in accordance with above.
- (2) If the Service Provider submits the complaint in accordance with paragraph 1 hereof, T-Com shall check its billing data and inform the Service Provider thereon within 15 days upon T-Com's receipt of the complaint.
- (3) In case the Service Provider submits the complaint in accordance with paragraph 1 hereof, the Service Provider shall be obliged to pay the undisputed invoiced amount within the due date. The payment of the disputed invoiced amount may be withheld until the final agreement between T-Com and the Service Provider is reached. In case that no agreement may be reached between T-Com and the Service Provider within 45 days upon T-Com's receipt of the complaint, Article 15 hereof shall apply. Upon final settlement of the dispute related to the invoiced amount, any outstanding amount shall be paid promptly and without delay, no later than 3 days after the final settlement has been reached.
- (4) If the complaint submitted to T-Com by an End Customer refers to the Value Added Services charged to that End Customer on the invoice for the public voice service provided by T-Com, the Service Provider acknowledges that T-Com is obliged, pursuant to the Regulations on Telecommunications Services to bar outgoing calls of that End Customer towards Value Added Services until the complaint of that End Customer has been solved.
- (5) If the Service Provider does not pay T-Com the invoice in full by the due date, T-Com shall send him a written reminder for the payment of the invoice (hereinafter: Reminder). The Reminder shall contain a warning to the Service Provider that T-Com shall, within 30 days upon this Reminder, temporarily suspend the provision of T-Com Services until the debt stated on the Reminder is settled in full.
- (6) If, due to the failure on the part of the Service Provider, data on Service Provider's identity that is necessary for proper billing are not properly communicated to T-Com, or the Service Provider's identification number is not properly entered into the payment form, T-Com shall not be held responsible for the incorrect invoicing, or booking of payments due to here mentioned reasons, until the Service Provider submits to T-Com a proof of the execution of the payment.
- (7) In case of late payments by the Service Provider, T-Com has the right to charge default interest pursuant to the Law on Default Interests and other applicable laws and regulations.

7.3 Financial Guarantee

- (1) Prior to the activation of the service, the Service Provider is obliged to provide T-Com with the bank guarantee with a reputable bank established in the Republic of Croatia for the minimum period of one year, with clauses «on first call» and «without objection».
- (2) At the moment of entering into Agreement on T-Com Services, the Service Provider shall be obliged to provide T-Com with a bank guarantee in the initial amount. The initial amount of the bank guarantee shall be determined depending on the number of Connection Points requested by the Service Provider

in the Request for T-Com Services, in the amount of 22.500,00 Kuna per each requested Connection Point.

- (3) After the bank guarantee is provided by the Service Provider in line with paragraph 2 hereof, the amount of the bank guarantee may be revised every three months in accordance with the registered sum of amounts T-Com has charged to the Service Provider during the preceding three months for the provision of T-Com Services.
- (4) In case the Service Provider fails to pay due amounts to T-Com for T-Com Services provided pursuant to this Reference Offer, the due amount shall be settled via bank guarantee.
- (5) The Service Provider shall be obliged to provide T-Com with the new bank guarantee before the expiration of the current one.

8. Billing and collection services

- (1) The Service Provider and T-Com may additionally agree on the provision of the billing and collection services by T-Com to the Service Provider for the Value Added Services. All rights and obligations related to the provision of billing and collection services shall make an integral part of the Agreement for the Provision of T-Com Services.
- (2) The provision of billing and collection services by T-Com to the Service Provider is the subject of commercial agreement between T-Com and the Service Provider. The Service Provider acknowledges that T-Com is entitled to alter the modality of provision of billing and collection services, to which purpose the Agreement on the Provision of T-Com Services shall be amended accordingly.
- (3) The Service Provider hereby confirms and agrees that T-Com Services shall, during the transitional period until 1. January 2006, be available to the Service Provider only together with the billing and collection service model envisaged in the Agreement for the Provision of T-Com Services. After the expiration of the mentioned transitional period, the Service Provider shall have the possibility to either request from T-Com separately the provision of billing, invoicing and collection services for Value Added Services in the name of the Service Provider, or to opt for the usage of T-Com Services without the additional billing, invoicing and collection services.
- (4) If the Service Provider opts for the usage of T-Com Services without the additional billing, invoicing and collection services, i.e. he himself performs the billing, invoicing and collection services independently, T-Com and the Service Provider shall agree separately on the way of providing data for the purpose of mutual billing and collection services to End Customers, in line with relevant regulations from the area of personal data protection.

9. Changes to the prices and the reference offer

- (1) T-Com reserves the right to alter the prices and the Reference Offer in accordance with the provisions of the Law on Telecommunications and all other applicable laws and regulations.
- (2) Additionally, if the relevant regulatory authority has passed a decision which mandates changes to the prices and/or the Reference Offer for providing T-Com Services, T-Com shall adapt its prices/the Reference Offer according to the decision of this body.

- (3) The changes in the prices and/or the Reference Offer shall start to apply to the Service Provider within 30 days upon their announcement. If the Service Provider does not reject the changes within these 30 days upon their announcement, it shall be presumed that it has given its approval to the changes introduced.
- (4) In case he rejects the changes, the Service Provider may initiate the procedure before the relevant regulatory authority in accordance with the Law on Telecommunication. Nevertheless, these changes shall start to apply to the Service Provider 30 days upon the date of their announcement, unless and/or until the relevant regulatory authority decides otherwise.

10. Temporary suspension of the provision of services

- (1) Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary that may be in the Agreement on the Provision of T-Com Services, T-Com may temporarily suspend the provision of T-Com Services to the Service Provider with immediate effect subject to a written notice sent 15 days in advance to the Service Provider:
 - If the Service Provider or its End Customer behaves in a way that disturbs T-Com in the provision of T-Com Services or that disturbs other customers in using the services provided by T-Com, or behaves in other way that is contrary to the applicable laws and regulations, and such behaviour has not been remedied by the Service Provider within 15 days upon receipt of T-Com's written notice;
 - If T-Com determines the existence of any reasons on the side of the Service Provider for limitation of use of T-Com Services based on this Reference Offer or an applicable laws, and these reasons are not removed by the Service Provider within 15 days upon receipt of T-Com's written notice;
- (2) Notwithstanding paragraph 1 hereof, T-Com reserves the right to temporarily suspend the provision of service to the Service Provider with immediate effect:
 - In case of breach of the Service Provider's obligations arising out of this Reference Offer which may result in significant material damage to T-Com;
 - In the event that the Service Provider fails to pay any outstanding and non disputed invoice for any amount due for T-Com Services provided by T-Com within 30 days upon the Reminder, or fails to provide, renew or reconstitute the financial guarantee provided in Article 7.3. hereof;
 - In the event that it is requested from T-Com to do so pursuant to a decision of the relevant regulatory authority or a competent court.
- (3) Notwithstanding paragraphs 1 and 2 hereof, the maintenance and development of T-Com Network may require T-Com to limit T-Com Services or to suspend them temporarily. In that case, T-Com shall promptly inform the Service Provider thereon.
- (4) Upon cessation of the reason for temporary suspension of the service defined herein, T-Com shall again enable the usage of T-Com Services to the Service Provider.
- (5) Temporary suspension of the provision of T-Com Services shall not be considered as network outage within the meaning of Attachment D.

- (6) During the temporary suspension of T-Com Services for the reasons stated in paragraphs 1 and 2 hereof, the Service Provider shall be obliged to pay the monthly fee for T-Com Services.
- (7) The Service Provider accepts and agrees that during the temporary suspension of T-Com Services in accordance with provisions stated herein, the Value Added Services shall not be available to End Customers.
- (8) T-Com may terminate the Agreement on the Provision of T-Com Services by a written notice with immediate effect if the service provision has been temporarily suspended to the Service Provider in accordance with paragraphs 1 and 2 hereof and the reasons causing the temporary suspension of the services have not been removed by the Service Provider within 30 days from the day of the temporary suspension of the service provision.
- (9) Legal consequences of termination of the Agreement on the Provision of T-Com Services pursuant to paragraph 8 hereof shall occur on the date when one of the reasons for termination of the Agreement from paragraph 8 of this Article has occurred.
- (10) In cases of temporary suspension mentioned in paragraphs 1, 2 and 3 hereof as well as in case of termination or the Agreement mentioned in paragraph 8 hereof, the Service Provider shall not be entitled to any compensation or indemnity in respect of such termination except provided under the Croatian mandatory laws.

11. Liability

- (1) Unless otherwise determined in the Agreement on the Provision of T-Com Services, every party to this Agreement shall be liable for compensation of any damages that may occur to the other party as a consequence of non-fulfilment or delay in fulfilment of its obligations set in the Agreement on the Provision of T-Com Services.
- (2) Limitation of the liability of the contracting parties shall be subject to the Agreement on the Provision of T-Com Services. In any case, neither of the parties shall be held liable for indirect damages.
- (3) Contracting parties shall not be held liable for non-fulfilment or delay in fulfilment of their obligations from the Agreement on the Provision of T-Com Services or for any related damages if non-fulfilment or delay in fulfilment occurred for the reasons of force majeure. Force majeure shall be deemed as event whose effects could not have been anticipated, or avoided or eliminated, such as great natural disasters, earthquake, flood, fire or lightning strikes. In case that any of the contracting parties is distracted by force majeure from fulfilling its obligations under the Agreement on the Provision of T-Com Services, that party is obliged, without delay, to inform the other party on causes and provide evidence on existence of force majeure within 48 hours.
- (4) In case of paragraph 3 of this Article, the distracted party shall also provide its estimate of the period during which, in its own opinion, it will be unable to fulfil the obligations from the Agreement on the Provision of T-Com Services. After the occurrence of force majeure events has been proved, the contracting parties can, after discussing it in good faith, agree on further execution of the Agreement on T-Com Services.
- (5) The Service Provider shall be held fully liable for the damage incurred to the End Customers as a result of the provision, or non-provision of T-Com Services. In order to avoid any doubt, T-Com shall

compensate the Service Provider with amounts which the Service Provider was obliged to pay to the End Customers for the damage caused by T-Com's intention or utter negligence.

- (6) In case of any legal claim or compensation demand made by the End Customer against T-Com related to the Value Added Service provided by the Service Provider, the Service Provider shall use its best efforts to enter into the initiated legal procedure instead of T-Com. In any case, the Service Provider shall be obliged to compensate T-Com with all amounts which T-Com would have to pay to the End Customer pursuant to the court decision and/or compensation demand as well as with all damages and expenses whatsoever incurred to T-Com in relation to these claims and/or demands.

12. Confidentiality

- (1) T-Com and the Service Provider are obliged to keep confidential all confidential data which T-Com and/or the Service Provider acquires or becomes acquainted with during negotiations with respect to T-Com Services, at the earliest from the moment of the Service Request of the Service Provider received by T-Com.
- (2) All other issues related to data confidentiality shall be subject to the Agreement on the Provision of T-Com Services.

13. Intellectual property rights

Except as expressly provided otherwise in the Agreement on the Provision of T-Com Services, this Reference Offer shall have no effect on Intellectual Property Rights of T-Com or the Service Provider. If needed, Intellectual Property Rights shall be regulated in more details in the Agreement on the Provision of T-Com Services.

14. Duration of the contractual relationship

The Agreement on the Provision of T-Com Services between T-Com and the Service Provider shall be concluded for an indefinite time period. T-com is entitled to terminate the Agreement pursuant to the provisions hereof and valid regulations. The Service Provider is entitled to terminate the Agreement by means of written notice to T-Com 60 days in advance.

15. Settlement of disputes

- (1) In case of any dispute arising out of or in relation to T-Com Services, T-Com and the Service Provider shall first endeavour to amicably settle such dispute. The attempt to reach an amicable settlement shall be deemed to have failed as soon as one Party so informs the other Party in writing.
- (2) All disputes arising out of or in relation to T-Com Services and/or this Reference Offer that are within the competence of the relevant regulatory authority shall be settled before that body.
- (3) All other disputes arising out of or in relation to T-Com Services and/or this Reference Offer, including

issues regarding their existence or validity, that are not within the competence of the relevant regulatory authority, shall be finally settled by the Commercial Court in Zagreb.

16. Transition and final provisions

- (1) All Attachments to this Reference Offer shall be interpreted in accordance with this Reference Offer.
- (2) T-Com will announce and make available this Reference Offer and all the changes and amendments to this Reference Offer in the way determined by valid regulations.
- (3) This Reference Offer shall become effective and shall be applicable upon approval by the competent regulatory authority.
- (4) The existing Service Provider of T-Com Service is obliged to provide T-Com with the bank guarantee from Article 7.3 hereof at the moment of concluding the amended Agreement on the Provision of T-Com Services, in the amount equal to the sum of amounts charged by T-Com for the provision of T-Com Services to the Service Provider during the previous three months.
- (5) Within 15 days upon coming of this Reference Offer into force, T-Com shall thereon notify Service Providers who already use T-Com Services, and provide them also with the proposal of the new Agreement on the Provision of T-Com Services. If the Service Provider does not accept the new Agreement on the Provision of T-Com Services within 30 days upon receipt of the proposal of the new Agreement, the existing Agreement on the Provision of T-Com Services concluded between T-Com and the Service Provider shall be deemed terminated.

ATTACHMENT A

TECHNICAL CONDITIONS

I General

The network access service provided by T-Com enables the Service Provider to access T-Com Network over Terminal Equipment of the Service Provider. Prior to activation of T-Com Services to the Service Provider, T-Com shall check on coordination of Terminal Equipment of the Service Provider as to applicable laws and standard, for which purpose the Service Provider shall be obliged to provide T-Com with relevant attestations of Terminal Equipment of the Service Provider, as well as indoor installations.

II Network Access Specification

T-Com Network can be accessed over special analogue (POTS) and digital (ISDN) terminals installed within T-Com's public telephone network (PSTN). Intelligent network platform of T-Com Network (hereinafter: IN Platform) is used to direct and manage traffic within T-Com Services.

The following terminals shall be available to the Service Provider to connect to T-Com Network:

- (1) *Analogue POTS terminals to connect the providers of value added services, with a special category of barring customers from direct dialling of C-number*

Analogue POTS terminal is realized by connecting Terminal Equipment of the Service Provider to the Access Subscriber Exchange or the Remote Subscriber Stage. Impulse or DTMF signalization is used for signalization on a subscriber line.

Basic analogue POTS terminal is realized over one 2-wire subscriber POTS line, with associated geographical subscriber number.

Group analogue POTS terminal is realized over two or more 2-wire subscriber POTS line that have a common geographical subscriber number (group number).

Analogue POTS terminal is protected by a special category that prevents customers from direct dialling an assigned subscriber number (C number). Incoming calls towards a POTS line are possible only over the assigned 060 number through mediation of the IN Platform of T-Com with a special program activated to direct and manage the traffic.

Analogue POTS terminal is configured for the incoming traffic over the IN Platform.

- (2) *Digital ISDN BRA terminal (2B+D) to connect the providers of value added services, with a special category of barring customers from direct dialling of C-number*

Digital ISDN BRA terminal is realized by connecting Terminal Equipment of the Service Provider to the Access Subscriber Exchange or Remote Subscriber Stage. Subscriber signalization DSS1 is used for signalization along D-channel.

Digital ISDN BRA terminal enables the simultaneous usage of two digital 64 kbit/s lines (2 B channels) over the NT device, to which purpose it is assigned maximum two "060" numbers. D channel of 16 kbit/s is used for signalization.

Digital ISDN BRA terminal for providers of value added services is delivered together with the NT device ISDN Standard that enables point-to-point connection and remains the property of T-Com. For point-to-point configuration, the maximum number of BRA access is 10.

Group digital ISDN BRA terminal is realized by connecting several BRA terminals that have a common geographical subscriber number (group number). There are as many 060 numbers defined on the IN Platform for the Service Provider as many leased channels there are.

Digital ISDN BRA terminal is protected by a special category in order to prevent it from direct connecting to the assigned subscriber number (C-number). Calls towards ISDN BRA line are possible only over the assigned 060 number through mediation of the IN Platform of T-Com with a special program activated to direct and manage the traffic

Digital ISDN BRA terminal is configured for incoming traffic over the IN Platform.

(3) Digital ISDN PRA terminal (30B+D) to connect the providers of value added services, with a special category of barring customers from direct dialling of C-number

Digital ISDN PRA terminal is realized by connecting Customer Terminal Equipment to the Access Subscriber Exchange. Subscriber signalization DSS1 is used for signalization along D-channel (64 kbit/s).

Digital ISDN PRA terminal is used for point-to-point connection and enables the simultaneous usage of 30 digital 64 kbit/s lines (30 B channels). ISDN PRA terminal can be delivered also in the version with 10 and 20 digital 64 kbit/s channels. One group number is defined for ISDN PRA terminal, and an interval of DDI numbers is associated hereto. There are as many 060 numbers defined on the IN Platform for the Service Provider as many leased channels there are.

Digital ISDN PRA terminal is protected by a special category in order to prevent it from direct calling the assigned DDI number (C-number). Calls towards DDI number are possible only over the assigned 060 number through mediation of the IN Platform of T-Com with a special program activated to direct and manage the traffic.

Digital ISDN PRA terminal is configured for incoming traffic over the IN Platform.

ATTACHMENT B

PRICES

Price List of Network Access and Usage of IN Services

Type of terminal	Terminal equipment connection	Monthly access fee	STANDARD PACKAGE		
			Type of package	Package takeover	Monthly fee
POTS	500,00 Kn	70,00 Kn	Standard package 1	300,00 Kn	500,00 Kn
			Standard package 2	1.000,00 Kn	800,00 Kn
ISDN BRA Standard	800,00 Kn	89,00 Kn	Standard package 1	300,00 Kn	500,00 Kn
			Standard package 2	1.000,00 Kn	800,00 Kn
ISDN PRA - 10 channels	5.000,00 Kn	700,00 Kn	Standard package 1	300,00 Kn	500,00 Kn
			Standard package 2	1.000,00 Kn	800,00 Kn
ISDN PRA - 20 channels	8.000,00 Kn	1.400,00 Kn	Standard package 1	300,00 Kn	500,00 Kn
			Standard package 2	1.000,00 Kn	800,00 Kn
ISDN PRA - 30 channels	10.000,00 Kn	2.100,00 Kn	Standard package 1	300,00 Kn	500,00 Kn
			Standard package 2	1.000,00 Kn	800,00 Kn

Service	Price
Assignment of a call number by combination of digits according to the wish of a service provider, additionally per call number or a group of call numbers	200,00
Change of a tariff group, per change	100,00
Change of destination per call number, without relocation of terminal equipment, per change	200,00
Preparing and delivery of a specified bill, per bill	80,00
Collecting statistical data and their delivery on request	30,00
in the form of a list, additionally per page	5,00
in the form of a graph, additionally per request and per page	10,00
Relocation of terminal equipment*, per terminal	500,00

*the price contains also relocation of all additional services and hereto related changes into standard packages

Prices for Using T-Com Infrastructure for Traffic Transmission and Redirection

For tariffs T1 to T6 from valid T-Com's price list	0,30 Kn / min
For tariffs T7 and T8 from valid T-Com's price list*	0,30 Kn / per call

* The Service Provider needs to limit calls at these tariffs to 2 minutes

The above prices are exclusive of VAT.

ATTACHMENT C

CONTACT ADDRESS

All requests with the data related to T-Com's Service need to be delivered in writing to T-Com's contact address:

**HT- Hrvatske telekomunikacije d.d.
Sektor za odnose s operatorima
Savska cesta 32
10 000 Zagreb**

ATTACHMENT D

INTERFERENCE ESTABLISHMENT AND REPAIR

I Procedure

The Service Provider is obliged to notify T-Com on interferences that have arisen in the course of T-Com Services as soon as possible, i.e. after the Service Provider has noticed an interference (hereinafter: Interference Report).

Interferences shall be reported via T-Com's fax number: xxxxxx, which will be determined in the Agreement on the Provision of T-Com Services. Interferences can also be reported via T-Com's telephone 0800 xxxx number for reporting interferences, which is available 24 hours a day, 7 days a week.

The interference report has to contain: name and address of the Service Provider, the address of the terminal equipment location, contact person and telephone numbers, the type of terminal equipment, 060 numbers with interferences, service parameters (connection points, the billing and collection service applied), geographical number or a group of numbers in case of PABX, number of lines and a detailed description of an interference.

Upon receipt of the Interference Report via the above telephone number, T-Com shall undertake the following steps:

- initiate the repair of an interference by advising the Service Provider via telephone or, if necessary, by coming to the location of the Service Provider;
- initiate the repair of an interference by testing transmission capacities.

The time when T-Com is not permitted to enter the location of the Service Provider will not be included in the time necessary for interference repair.

Upon repair of the reported interference, T-Com shall deliver to the Service Provider the report on repaired interference.

II Network Outages

T-Com is responsible for undisturbed progress of T-Com Services, and consequently for network capacities and possibilities on the side of T-Com, as follows:

- For each network outage per individual connection point of access longer than three (3) hours per day without interruption, the monthly fee for T-Com Services will be reduced by the amount of a one-hour fee for each full hour of network outage (monthly fee divided by 720).

Network outage is defined as the time when the Service Provider was not able to use T-Com Services due to interferences and/or faults on network capacities and possibilities arisen on the side of T-Com. to avoid any doubts, network outages arisen due to an interference and/or a fault on the equipment and indoor

installation of the Service Provider, as well as planned network outage announced 24 hours in advance, shall not be deemed network outages within the meaning of these provisions.

In order to realize the right to interferences due to the above stated network outage, the Service Provider has to file a request to T-Com in writing for reduction of the monthly fee.