

OPERATIONAL CONDITIONS

for Provision of Public Telecommunication Services provided by STAR 21 Networks, a.s.

(Appendix B)

These Operational Conditions for Provision of Public Telecommunication Services, being the electronic communication services, are an integral part of each contract for provision of public telecommunication services in terms of Art 273 of the Commercial Code (hereinafter, „**Contract**“), concluded between STAR 21 Networks, a.s., Identification Number 26223325, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 3402, as the provider on one part (hereinafter, „**STAR 21**“) and its contractual partner as the user on the other part (hereinafter „**User**“).

1. Introductory Provisions

1.1 These Operational Conditions for Provision of Public Telecommunication Services (hereinafter „**Operational Conditions**“) describe conditions of service operation and obligatory procedures followed by STAR 21 during provision of the services and followed by the User during utilization of the services.

2. Scope of Service

2.1 Service provision includes the following procedures, as ensured by STAR 21:

- (a) feasibility check,
- (b) Service provisioning,
- (c) modification of the Service parameters,
- (d) termination of provision of Service,
- (e) operation of Service,
- (f) operational monitoring and maintenance.

3. Obligatory Procedures

3.1 Feasibility Check

3.1.1 The condition for confirming each User's Order by STAR 21 is primarily a completed feasibility check performed within the User's Location, which results in project documentation for planned installation of the CPE. This project documentation is a property of STAR 21.

3.1.2 The User will provide STAR 21 with due cooperation for performing the feasibility check; primarily the User shall ensure contact person/s for the access to the User's Location (roof, cable lines, Service Termination Point) and shall inform STAR 21 about parameters of the requested Service.

3.2 Service Provisioning

3.2.1 For each requested Service, an Order is confirmed or attached to the Contract; the Order contains a description of the Service technical solution and setup of Service parameters.

3.2.2 STAR 21 shall install Service Termination Points based on the data contained in the Order. The confirmed Order becomes a part of the Contract.

3.2.3 Installation of the Service Termination Points and the Service commissioning within deadlines as contained in the confirmed Order shall be performed on the condition of the User:

- (a) having stated in the Order accurately and definitely position thereof,
- (b) having secured the conditions for installation of the CPE in the User's Location pursuant to the terms stated in article 4.1 of the Operational Conditions herein,
- (c) having enabled the STAR 21 staff to access the premises where the CPE is to be placed (i.e. especially to a roof, to the indoor distribution systems and to premises intended for placing the internal unit of the CPE),
- (d) having provided STAR 21 with due cooperation pursuant to the conditions contained in article 4.2 of the Operational Conditions herein,

3.2.4 STAR 21 is entitled to claim a compensation for all the costs related to the provisioning of a particular Service which STAR 21 is to expend, should the User fail to meet the terms contained in the previous paragraph 3.2.3 of the Operational Conditions herein, unless otherwise provided.

3.2.5 STAR 21 shall commission the Service into operation after the installation of the Service Termination Points. After commissioning the Service into operation the Contact Persons of the User and of STAR 21 shall verify the functionality of the Service and they shall sign the Service Acceptance Report (unless otherwise provided in the respective confirmed Order). Should the User neither sign the Service Acceptance Report, nor notify STAR 21, in writing, of the reasons of not signing it within 5 (five) days from the delivery of the Service Acceptance Report, the Service is considered to be accepted in accordance with the content of the Service Acceptance Report.

3.2.6 The Service is commissioned upon the date stated in the signed Service Acceptance Report or upon the date of a written notice of STAR 21 on commissioning the Service or upon the first day of using the Service, whichever comes first. A planned deadline of commissioning or modification of the Service as contained in the confirmed Order is applicable only if the User meets the obligations set forth in article 3.2.3 and in article 4.1 of the Operational Conditions herein and in the General Conditions, and provided all necessary approvals, permissions, or effective legal orders were granted.

3.2.7 STAR 21 reserves the right to adjust the CPE or to replace it with another device. In all these cases STAR 21 guarantees the parameters of the Service as contained in the Order.

3.2.8 STAR 21 reserves the right to use the already installed CPE to provide services to another subjects. In these cases STAR 21 guarantees a permanent preservation of the Service parameters as contained in the Order for the Service Termination Point.

3.3 Modification of Service Parameters

3.3.1 Both contractual parties shall sign a new Order prepared on the basis of the User's request. On the basis of a new confirmed Order STAR 21 shall modify the Service. When moving the location of the Service Termination

Point, the same conditions apply as for Service Provisioning.

- 3.3.2 After commissioning the modified Service into operation, the Contact Persons of the User and of STAR 21 shall verify the functionality of the Service and they shall sign the Service Acceptance Report. Should the User neither sign the Service Acceptance Report, nor notify STAR 21, in writing, of the reasons of not signing it within 5 (five) days from the delivery of the Service Acceptance Report, the Service is considered to be accepted in accordance with the content of the Service Acceptance Report.
- 3.3.3 The Service is modified as of the date contained in the signed Service Acceptance Report or as of the date of a written notice of STAR 21 on modifying the Service or as of the first day of utilizing the modified Service, whichever comes first.

3.4 Termination of Provision of Service

- 3.4.1 Provision of the Service is terminated as of the date of expiration of the notice period, as of the date when a withdrawal from the contract is applicable, as of the date of expiration in case of a contract for a definite period, unless otherwise provided in the Contract herein, or as of the date which the contractual parties have agreed upon. Charging of fees for the operation is terminated at the moment of termination of provision of the Service.
- 3.4.2 After the termination of provision of the Service each of the contractual party is obliged to return to the other party immediately everything being the property of the other party and both contractual parties shall confirm this in writing upon the request of the other party. For this purpose the User will provide STAR 21 with the access to premises in the User's Location, where the STAR 21 CPE is located for a period necessary for disassembly. In case the User fails to return to STAR 21 the devices used for provision of the Service, STAR 21 is entitled to claim an appropriate financial compensation.

3.5 Operation of Service

- 3.5.1 STAR 21 ensures operation of the Service on the basis of the data contained in the Contract herein, especially in appendices thereto and another documents governed by the Contract herein.
- 3.5.2 The Service is provided continuously, with the exception of instances of limiting the provision of Service pursuant to article 8 of the General Conditions.
- 3.5.3 The Service is provided in the quality corresponding to the appropriate regulations.
- 3.5.4 Service Availability is derived from the cumulated operational periods when the parameters of the Service during a calendar month were not within the permitted limits of the Service parameters, and it is calculated by this formula:

$$\text{Service Availability} = \frac{(T_S - T_N)}{T_S} \times 100 \%$$

where: T_S = time of duration of the Service in a month,
 T_N = time of the Service unavailability.

- 3.5.5 The time of duration of the Service in a month (T_S) is the time during which, pursuant to the Contract, the Service should be provided within the respective month. The time of the Service unavailability (T_N) is a period within the frame of the duration of the Service in a month, during which the User could not use the Service due to a Fault on the STAR 21's part.
- 3.5.6 The periods are counted in whole minutes, the availability of the Service is expressed in per cents rounded to two decimal places.

3.5.7 The period from the start of the alleged Service unavailability until commencement of the service repair is not considered to be the unavailability period of time should the User fail to enable STAR 21 to perform the service rectification measures to the CPE located in User's Location forthwith after the request.

3.5.8 Faults, which are beyond the STAR 21's Network and Faults, which were objectively determined by STAR 21 not be due to fault on the STAR 21's part or which are due to the fault on the User's part, shall not be considered to be the Service unavailability period of time.

3.6 Operational Service (Handling of Faults)

3.6.1 STAR 21 shall ensure a Service to be restored into operation should the Fault be due to the STAR 21's part. Such Fault, which is objectively determined by STAR 21 not to be due to its part or which is determined to be due to the User's part, shall not be included to the Service unavailability period, nor shall be included in the cumulated number of Faults.

3.6.2 The rise of a Fault is determined by a moment marked T_1 , when one contractual party informs the other on violation of the contractual Service parameters or on an irregularity or interruption of the Service operation. Should the User fail to enable STAR 21 to perform a forthwith repair of the CPE, the T_1 time shall commence only upon the moment of the User enabling to perform such repair.

3.6.3 The moment of restoring the operation is determined by a moment marked T_{repair} , which is the moment of Fault rectification.

3.6.4 STAR 21 is entitled to charge the User the costs related to determination and rectification of the Fault should STAR 21 determine objectively, after the User reports the Fault, that the Fault is not due to STAR 21 or that the Fault is due to the User, or that the Fault did not occur at all. A Fault due to a third party, due to which the User failed to meet the operational conditions, for example a power failure in the Service Termination Point, is considered to be a Fault on the User's part.

3.6.5 In case of a dispute concerning the existence or location of the Fault, STAR 21 is obliged to deploy a service technician on site on the basis of the User's request. If it is confirmed objectively that the Fault is not on the side of STAR 21 or that the Fault was caused by the User, alternatively that there was no Fault at all, then the procedure according to article 3.6.1 of the Operational Conditions herein should be followed.

3.7 Scheduled Maintenance

3.7.1 To secure planned maintenance of the equipment and to secure works connected with development of the technical infrastructure of the STAR 21's Network, a regular time period is determined – so called „service window“ – every last Sunday of a month from 8 to 24 hours CET.

3.7.2 STAR 21 undertakes to use the service window only in cases when it is impossible to ensure the maintenance without interrupting the Service, and that it will minimize the interruption of the Service to a necessary period of time.

3.7.3 STAR 21 is obliged to inform the User about its intention to use the service window at least 5 (five) working days in advance.

3.7.4 If it is not possible to use the service window due to operational reasons pursuant to 3.7.1, STAR 21 reserves the right to perform the scheduled maintenance in another period as necessary; however, it is always obliged to inform the User about its intention to perform the planned maintenance at least 5 (five) working days in advance.

3.7.5 During the scheduled maintenance the service may not be provided and this period is not a part of the duration of the service in a month – T_s .

4. Conditions for Installation and Operation of Service Termination Points

4.1 Characteristics of Environment and Operational Premises (Rooms), Power Supply

4.1.1 The User is obliged to ensure the required operational premises and conditions for the operation of the STAR 21 CPEs related to the provided Service in the User's Location. These conditions as stated below in this article must meet the STAR 21 requirements throughout the period of providing the Service and may not be modified without its written approval.

4.1.2 Unless a person authorized by STAR 21 is present or unless a written approval of STAR 21 has been provided, the User can not modify the settings, connection, placing and spatial layout of the STAR 21 CPEs in the User's Location as compared to the state when commissioning the Service. The User is obliged to prevent third persons from manipulating the STAR 21 CPE in the User's Location. Should the CPE be damaged or should a failure in provision of the Service occur due to failure to meet such conditions, STAR 21 is entitled to claim the User to cover the costs related to the repair of the CPE or to re-commissioning the Service into the operation.

4.1.3 Unless otherwise provided on the basis of a feasibility check accomplished by STAR 21 in the User's Location, the User will ensure a space for installing the internal unit of the CPE in the User's Locality of at least the following dimensions: height 3U (133 mm), depth 600 mm, in a lockable 19" rack (width 483 mm), or in another premises accessible only to the User, alternatively to the End User.

4.1.4 For the operation of the STAR 21 CPEs in the User's Location, the User will ensure and provide or will ensure providing of free direct current 48V/40A or alternating current 230V/10A power supply in a circuit protected by a circuit breaker, or a power supply according to another requirements stated alternatively in the project. The inlet of power supply will be run out either in the existing 19" rack or in the distance of 1,5 m from the place of installation of the internal unit of the CPE and it must correspond to the Czech standard.

4.1.5 Temperature in the operational room will not drop below +5 °C and will not exceed +40 °C.

4.1.6 Humidity in the operational room will be within the scope from 10% to 80%, not condensing. The internal unit of the CPE will not be exposed to the impact of neither leaking nor splashing water and neither gaseous nor liquid chemicals.

4.1.7 Dust nuisance in the operational room will correspond to the AB5 and AE1 environment pursuant to the Czech standard ČSN 33 2000-5-51.

4.1.8 For a connection of measuring and testing instruments during installation and maintenance, the User will ensure in the User's Locality at least one 230 V/10A mains socket near the internal unit of the CPE, powered by the same phase as such CPE.

4.1.9 For all the electrical power distribution systems from which the User supplies the CPE there must be a document confirming the accomplishment of a final revision of the electrical devices.

4.2 Installation Permit

4.2.1 The User is obliged to provide STAR 21 with cooperation when preparing the construction and installation

works for the installation of the STAR 21 CPE, related to the provided Service, pursuant to article 3.2.3 above.

4.2.2 The User shall also provide STAR 21 with maximum cooperation, when securing the following documents:

- (a) permission of the owner of the object and of the owner of the internal distribution systems to install the CPE, if required,
- (b) permission of the building office to install the CPE, if required for the respective object and location,
- (c) valid revision of a lightning conductor, if an antenna forms a part of the CPE,
- (d) valid revision of the wiring used to power the CPE.

4.3 Standard Installation

4.3.1 Unless otherwise specified on the basis of a feasibility check accomplished by STAR 21 in the User's Location, the connection of the User, alternatively the End User to the STAR 21's Network is realized via a CPE formed by a subscriber terminal of the fixed wireless access (FWA) network. The subscriber terminal set consists of an external antenna unit and an internal unit, at which the Service Termination Point is defined.

4.3.2 A standard installation of the subscriber terminal of the fixed wireless access (FWA) network is considered under the following conditions:

- (a) installation of an antenna on a flat roof or to a vertical wall,
- (b) installation of an external cable line up to 10 m in length, including a single object penetration point;
- (c) installation of an internal cable line up to 20 m in length including execution of three penetration points through a wall or ceiling in the line,
- (d) lying of an antenna cable into the cable raceway up to 30 m in length,
- (e) installation of an internal unit of the subscriber terminal into premises pursuant to 4.1,
- (f) activation of the system and an accomplishment of a BER line test between the Service Termination Points for 15 minutes,
- (g) the installation is performed under common working conditions, i.e. within usual working hours without the necessity to use special safety and assembling equipment, techniques and constructions,
- (h) the project is elaborated in a form of a photo documentation.

5. Validity of the Operational Conditions

5.1 Should a certain provision contained in these Operational Conditions be determined invalid, such provision shall not affect the validity of the Operational Conditions as a whole. The contractual parties shall establish a new provision, which shall replace the original provision and which shall correspond to the original purpose.

5.2 The applicable version of the Operational Conditions is published on the STAR 21 website www.star21.cz and it is also available upon request in the STAR 21 business premises.

5.3 These Operational Conditions come into force on 1st January 2010; the Users already having a contractual relation with STAR 21 shall be noticed on the modification of Operational Conditions at latest 1 month prior to the change thereof becoming effective; such notice shall

be rendered via e-mail, at the STAR 21's registered office, and published on the STAR 21's website.

- 5.4 STAR 21 reserves the right to modify these Operational Conditions. The Users will be noticed about the eventual modification of the Operational Conditions at latest one month prior to the effective date of the modification thereof via e-mail, at the STAR 21's registered office, and on the STAR 21's website.