

GENERAL CONDITIONS

For using satellite connectivity to Internet through interactive satellite services Tooway™, provided by means of accounts provided by Visat Ltd for the provision of IP broadband connections and additional services (valid from 01.01.2010)

Introduction:

- Visat Ltd distributes interactive satellite services based on Viasat's Surfbeam™ Docsis™ technology with the aim of providing IP broadband connections and additional services to the user market;
- The services based on the Surfbeam™ Docsis™ technology of Viasat Inc., provided by „Skylogic” are commercialised under the trade name/trademark Tooway™, together with the trade marks and names of „Visat”.

Hereinafter „Visat” will be called SUPPLIER, and the users of services – „CUSTOMERS”, and hereinafter they will be collectively and individually called “Parties” and “Party”, respectively.

SECTION I - Goal

The goal of this document is to outline the conditions under which „Visat” grants access rights by means of accounts for the provision of IP broadband connections and additional services on the user market of satellite connectivity to Internet by means of interactive satellite services, provided by „Skylogic” and based on the Surfbeam™ Docsis™ technology of Viasat. Every account makes possible Internet access of one Tooway™ terminal, and includes satellite segment, “Earth-satellite” link and remote operation of a hub station.

Additional detailed definition of the Tooway™ service is given in the documents:

- Definition of the Tooway™ service
- Fair Access Policy (FAP)

(hereinafter called “Service” or “Tooway™ service”).

SECTION II – Service launching – Terms

The provision of accounts for access to the Tooway™ service of Visat started on 1 January 2010. SUPPLIER continues service of Tooway™ clients bind Transat JSCo by contract until 31 December, 2009.

SECTION III – Coverage and satellite

- The Tooway™ service can be used on the whole territory of the Republic of Bulgaria.
- The service will only be provided by the Eurobird™ 3 satellite in the Ku-band, in accordance with the document of the Communications Regulation Commission „General requirements of the provision of public electronic communications” (Published in the State Gazette, issue 24 of 4 March 2008, amended, issue 102 of 28 November 2008).

SECTION IV – Customer’s rights and obligations

The Customer has the following rights and obligations:

- (i) Use the purchased accounts for the Tooway™ service only on the territory of the Republic of Bulgaria.
- (ii) Ensure the necessary VSAT terminal equipment, based on Viasat’s Surfbeam™ Docsis™ technology „Viasat” prior to beginning to use the accounts for the Tooway™ service at the location of use. In this connection, under the current document, the SUPPLIER is not responsible before the CUSTOMER for elements and problems, related to the equipment installation, unless the equipment is supplied and installed by the SUPPLIER.
- (iii) Ensure installation and activate, by himself or assisted by a qualified installer, the account for using the Tooway™ service by means of VSAT terminal equipment, providing before that:
 - a. Suitable antenna and outdoor unit (ODU) based on Viasat’s Surfbeam™ Docsis™ technology – installed and directed to the satellite EuroBird 3 @ 33East;
 - b. Suitable indoor unit (IDU), based on Viasat’s Surfbeam™ Docsis™ technology – connected to the ODU, power supply and a constantly lit indicator “RX”
- (iv) Pay the one-off and monthly fees for using the account to the Tooway™ service in accordance with the contracted terms.
- (v) Use web-based access through a specialised web-site www.tooway.bg for requesting Tooway™ services on the territory covered by the SUPPLIER.
- (vi) Use a continuous Hot line, Level 1, provided by the SUPPLIER in working days from 09:00 till 17:00 local time mode to customers for receiving information on the service provided.
- (vii) Provide information, required by the SUPPLIER, on the generated traffic in Internet by the CUSTOMER using the purchased accounts for the Tooway™ service to any authorised institution that could require such information under the applicable legislation.
- (viii) Get to know the principles of the Fair Access Policy (FAP) in the provision of the service and accept those principles when concluding contractual documents with the SUPPLIER.
- (ix) Refrain from any illegal activity by means of Internet access, provided by accounts for the Tooway™ service.
- (x) Receive the service from the SUPPLIER, provided with maximum professional diligence and care. For better clarity, the SUPPLIER is not responsible in any way before the CUSTOMER, including, inter alia, in the case of temporary switching off or termination of the validity of the account to the Tooway™ service to the CUSTOMER for reasons of overdue payment to the SUPPLIER or due to degradation of the quality of service because of generating traffic exceeding the contracted limits of the service parameters, described in the document „Fair Access Policy” (FAP).

SECTION V – SUPPLIER’s obligations

The SUPPLIER undertakes to execute the following obligations:

- (i) Ensure valid accounts for the Tooway™ service, providing the necessary satellite segment and resources for the Tooway™ hub station, as well as an Internet backbone

network, necessary for technical operation and provision of the Tooway™ service for Internet access for the contracted term in a written contract.

- (ii) Ensure possibilities for inquiries and monitoring by means a continuous Hot line, Level 1 in nearly real time of the resources, related to the technical operation and provision of Tooway™ services and for the generated Internet traffic.
- (iii) Assist the CUSTOMER in the process of supply and installation of the VSAT terminals Surfbeam, manufactured by Viasat Inc.
- (iv) The Centre of Customer Care, accessible over a Hot line, Level 1 of the SUPPLIER, is operational in working days from 09:00 till 17:00 local time for inquiries on the CUSTOMERS' part. The telephone numbers for contacts are the following:

Tel.: +359 2 492 3320; +359 889 669920

E-mail: noc@transat.bg

The service from the Centre of Customer Care is available in Bulgarian and English.

SECTION VI – Liability

- (i) Either Party shall bear the whole liability, risks and costs, related to the development and support of its business, and neither Party shall be liable to the other Party for costs or damages.
- (ii) The SUPPLIER shall inform the CUSTOMERS of all laws, ordinances and/or other regulations, both existing and pending to become effective on the Territory, if those laws, ordinances and/or regulations could, in any way, impede or prevent the use of the accounts for the Tooway™ service. For this purpose, the SUPPLIER shall immediately send the said information to the CUSTOMERS, as well as in the case of an event of sufficient notice, to enable the CUSTOMERS to comply with those laws, ordinances and/or regulations, as well as with possible amendments thereto.
- (iii) With regards to the foregoing obligations, the SUPPLIER shall not commit to indemnify or protect the CUSTOMERS against liability, and pay sums in the case of claims of the CUSTOMERS or third parties, that could in any way, even indirectly, result from violation of this section, commitment for payment of consultations and legal costs, related to court or out-of-court ruling on a dispute, arisen in connection with the CUSTOMERS or third parties that have incurred or are considered to have incurred some damages.
- (iv) CUSTOMER shall explicitly recognise and agree that the SUPPLIER performs its obligations on the basis of good will and that failures of the Tooway™ service are possible that are hard to assess in terms of cause or resulting damages. The provider of the Tooway™ service shall undertake that the Tooway™ service, accessible through accounts, meet the conditions, requirements and parameters specified in this document and in the document „Definition of the Tooway™ service”, emphasizing explicitly that the SUPPLIER of accounts for the Tooway™ service shall not be liable for interruption of capacity or degradation of its technical characteristics.
- (v) The SUPPLIER shall be bound by a standard liability obligation. Accordingly, the SUPPLIER shall not be liable for damages or losses, incurred by the CUSTOMER as a result of the inability of the Tooway™ service provider, regardless of the efforts made, to provide Tooway™ services or as a result of interruption of the Tooway™ service or degradation of its technical characteristics, including due to signal loss, malfunction, loss, destruction or failure of any technical means, used for the provision of access to the Tooway™ for reasons out of the control of the Tooway™ service provider, if the cause for the foregoing in this connection is unknown. In any case, unless the cause is deliberate

breach or grave negligence, the amounts for which the CUSTOMER can make claims for correcting damages, incurred as a result of a breach on the SUPPLIER's part, of his obligations for the provision of valid accounts for the Tooway™ service, shall not, in total, exceed the amount equal to the revenues, paid by the CUSTOMER to the SUPPLIER under this document for a period of 1 (one) month, preceding immediately the date of making the claim.

- (vi) The CUSTOMER shall be liable before the SUPPLIER and shall provide guarantees to the SUPPLIER against losses, damages and expenditures (lawyer's fees included) maintained or incurred as a result of a claim, legal action or third party proceedings against the SUPPLIER with regards to illegal, criminal or other violation, content or information, conveyed by the service, or with regards to a violation or presumptive violation of the intellectual property rights of a third party, related to the content, transmitted through the service under the present document.

SECTION VII – Invoicing – Payments

The SUPPLIER shall issue invoices to the CUSTOMER under the following conditions:

- (i) Within 5 days of concluding a contract for the use of a new account and prior to the account activation, the CUSTOMER shall pay to the SUPPLIER the activation fee and a warranty contribution equal to two monthly subscription fees. The CUSTOMER shall not pay subscription fees for the last two months of the contract term, since they shall be deemed covered by the warranty contribution. For these two months, the SUPPLIER shall not issue invoices for the used service to the CUSTOMER.
- (ii) The warranty contribution shall not be subject to return if the contract is terminated by the CUSTOMER before its expiry term. If the contract is terminated by the SUPPLIER, the warranty contribution shall be refunded to the customer in a bank account indicated by him.
- (iii) For every activated new account, the first invoice shall cover the first and second month of the service.
- (iv) Every invoice for the third month and thereafter shall be issued on the first day of the month before the corresponding monthly period of the service.
- (v) All payment under contracts concluded by virtue of the present document shall be made by bank transfer within the first fifteen (15) days of the date of issuing the invoice ("Payment date"). To avoid suspicion, when a certain payment is not made by the CUSTOMER on the Payment date, the CUSTOMER shall be considered to have terminated the contract ahead of term.
- (vi) The CUSTOMER shall not cease payments under contracts, concluded by virtue of the present document, on the grounds of malfunctions and/or faults in the Tooway™ service.
- (vii) In the case of transition of accounts from higher to lower subscription schemes (reduction), or vice versa, the SUPPLIER shall invoice the new service during the month following the changes, however, for the sake of clarity, it is pointed out that the extra money paid for the month of reduction, shall not be refunded.

SECTION VIII – Termination – Termination because of breach

- (i) The SUPPLIER shall have the right, at its own discretion, to terminate concluded contracts for using accounts) do for the Tooway™ service, without being liable for any

indemnification, in the case of violation on the CUSTOMER's part of the present „General conditions for using satellite connectivity to Internet through interactive satellite services Tooway™, provided by means of accounts provided by Visat Ltd for the provision of IP broadband connections and additional services”.

- (ii) The SUPPLIER shall cease his obligations of providing access to the Tooway™ service, if a payment remains overdue after the Payment date. In this case, cessation shall become effective on the last day of the current month. If the payment is made by the CUSTOMER in the period from the Payment date to the end of the penultimate business day of the current month of the due and unpaid sums by the CUSTOMER, the service can be re-activated, a new activation fee being due. If the payment of the due and unpaid sums by the CUSTOMER is not made within the foregoing term, the contract concluded shall be terminated automatically without any formalities and without any liability on the SUPPLIER's part.
- (iii) Besides, this Contract shall be considered automatically terminated if either party declares bankruptcy or undergoes proceedings for bankruptcy, voluntary liquidation or its business is closed down. To avoid suspicions, in the enumerated cases, either party shall notify the other party of the presence of such circumstances.

SECTION IX – Miscellaneous

- (i) **Representations and guarantees.** Either Party to the Contract shall represent and guarantee to the other Party that:
 - It will comply with the provisions of all applicable laws, decrees and ordinances of the applicable legislation; and
 - The contracts concluded on the basis of the present document shall constitute legal, applicable and binding obligation for either Party.
- (ii) **Representation and notification.** Notifications under contracts, concluded by virtue of the present document, shall be sent to the corresponding addresses of the Parties, as described on the title pages of the concluded contracts.
- (viii) **Basic law – jurisdiction.** The contracts concluded on the basis of the present document shall be governed by the laws of the Republic of Bulgaria, and hence, the exclusive jurisdiction shall be provided by the competent judicial bodies in Sofia, Bulgaria.
- (xi) **Appendices.** All appendices in connection with the foregoing shall be an integral part of this Contract.
- (xii) **Force Majeure.** Neither Party shall be liable for failing to fulfill its obligations, arising by virtue of contracts, concluded on the basis of the present document, for reasons of a Force Majeure event, including, but not limited to, interruption or degradation of the provision of the Tooway™ service, caused, directly or indirectly, by atmospheric or extra-atmospheric conditions (solar storms or eruptions, meteorites, etc.); and interruption or degradation of the provision of the Tooway™ service, caused by jamming, modification or modulation of the transmission frequencies of the relevant satellite, if the said interruption or degradation is not due to the Tooway™ service provider or the cause or origin of the disturbance is unknown.