

RULES OF TELECOMMUNICATION SERVICES DELIVERED BY NASK

binding as of May 7th 2007 .

§ 1 [Introduction]

1. Naukowa i Akademicka Sieć Komputerowa [Research and Academic Computer Network], a research and development entity, (hereinafter referred to as "NASK") with a seat in Warsaw, 18 Wązowska St., lok. 010, 02-796 Warszawa was registered in the National Court Register under the number 0000012938 by the District Court for the capital city of Warsaw.
2. NASK telecommunication activity is granted by the entry into the register of the telecommunication entrepreneurs kept by the Chairman of the Office of Electronic Communications.
3. The rules of telecommunications services, hereinafter referred to as "the Rules", establish the scope and conditions for NASK telecommunications services as well as the scope of mutual obligations resulting from agreements concluded between NASK and the entities receiving telecom services provided by NASK.
4. The provisions of the Rules shall not breach consumer rights laid down in the regulations of the law.

§ 2 [Definitions]

1. Terms used in their singular or plural form in the Rules, Price List or any agreements to which the Rules apply, shall mean the following:
 - a. "Subscriber" – a natural person, a legal entity or an organizational entity without legal personality, established and operating in accordance with the regulations of the law, which is a party to the Agreement;
 - b. "Malfunction" – an interruption or quality deterioration of the Service referred to in the Agreement;
 - c. "Price List" – NASK Price List of Telecommunication Services announced in the Order issued by the Director of NASK;
 - d. "Malfunction Response Time" – period of time between the Subscriber's notification of Malfunction and the beginning of Malfunction fixing works;
 - e. "Malfunction Fixing Time" – period of time between the Subscriber's Problem Notification and the beginning of contact with the Subscriber in order to confirm the Malfunction fixing, however, the Malfunction Fixing Time shall continue to run in case of justified Subscriber's refusal to confirm the Malfunction fixing; the Malfunction Fixing Time shall solely apply to Malfunctions notified by the Subscriber;
 - f. "Working Day" – each day of the week except for Saturdays and public holidays provided for by the law;
 - g. "Working Hours" – NASK standard business hours, from 08:00 to 16:00 on Working Days;
 - h. "Access Line" – a telecommunications line including servicing telecommunications equipment, used to connect the Subscriber's device with the NASK Network; the NASK Network device interface located in the NASK Facility and assigned to the Subscriber shall not be an element of the Access Line;
 - i. "Service Support" – supervision of the Service continuity and quality carried out by NASK; the scope of Service Support shall include compliance with the Service technical requirements specified in the Agreement; the detailed conditions of the Service Support may be specified in the Service Level Agreement (SLA);
 - j. "Service Window" – a period of time during which the Planned Works may be carried out; NASK Network Service Window: Saturdays, Sundays and Mondays between 0:00 and 05:00;
 - k. "Accounting Period" – a period of time for which amount due from the Subscriber to NASK is calculated; the Accounting Period shall mean a calendar month; if the Service commenced following the first day of the month in a given calendar month, the Accounting Period shall be the period running from the date on which the Service commenced until the last day of that month; if the delivery of the Service terminated on a day other than the last day of a given month, the Accounting Period shall end on the day on which the Service terminated;
 - l. "Fee" – remuneration due to NASK for the delivery of the Service throughout particular Accounting Periods (subscription Fee), for one-time services (one-time Fee) or in accordance with the level of the Services provided;
 - m. "Planned Works" – maintenance and modernization works on the NASK Network which may result in interruption of the Service delivery; NASK shall notify the Subscriber about the Planned Works performed in the Service Window in a written or electronic form at least 48 hours in advance; the Planned Works performed out of the Service Window shall each time be agreed upon with the Subscriber, interruptions in the Service delivery the Subscriber was correctly notified of or agreed upon with the Subscriber, even when they occur during the Malfunction Fixing Time, shall not be taken into account in calculation of the parameters guaranteed in the Service Level Agreement (SLA) or in calculation of the Malfunction Fixing Time;
 - n. "Claim" – informing NASK of irregularities in the amount of Fees calculated by NASK or failure to provide or improper performance of the Service;

- o. "NASK Network" – telecommunication network managed by NASK and used directly or indirectly to offer the Services;
- p. "Force Majeure" – an external event of extraordinary nature which cannot be prevented even when due diligence is exercised (e.g. natural disaster, war, riots, etc.);
- q. "Agreement" – agreement to provide the Service to the Subscriber concluded in writing under pain of invalidity;
- r. "Service" – telecommunications service provided by NASK pursuant to the Agreement concluded with the Subscriber;
- s. "Service Level Agreement (SLA)" – a document specifying quality parameters of the Service and principles for calculating penalty fees in case of failure to meet the parameters.
- t. "NASK Node" – telecommunications infrastructure situated at one site, managed by NASK, which constitutes part of the NASK Network;
- u. "Problem Notification" – an electronic document generated by the NASK internal IT system; Problem Notification shall contain necessary information about the Malfunction.

2. Terms which are referred to in the Rules, the Price List, Service Level Agreement (SLA) or in the Agreement and have not been defined above but have been defined in the regulations of the law, shall have in the Rules, the Price List, Service Level Agreement (SLA) or in the Agreement, the meaning assigned to them in the regulations of the law.

§ 3 [Scope of the Service]

1. NASK shall provide Services to any entity without limitation on the territory of the Republic of Poland as well as outside its borders as defined in the telecommunication entrepreneurs' register entry, i.e.:
 - a. data transmission services using the NASK Network or the network of another operator,
 - b. Internet access services using the NASK Network or the network of another operator,
 - c. telecommunications services in accordance with the purpose of stationary public telephone network.
2. Services provided by NASK shall be listed in the Price List.
3. NASK shall provide Services pursuant to the Agreement and the Rules, however, should any discrepancies occur between the Agreement and the Rules, provisions of the Agreement shall apply.
4. Should the scope or manner of the Service performance differ from the standard, the Service can be regulated in a separate agreement.
5. NASK may use subcontractors in order to provide the Service.

§ 4 [the Agreement]

1. The Agreement shall identify the Service that provisioning is the subject of the Agreement, validity period of the Agreement and the amount of Fees to be paid to NASK for the Service.
2. The subscription Fee may include the following elements:
 - a. availability of the interface used to provide the Service to the Subscriber,
 - b. guaranteed signal transmission speed through the NASK Network interface available to the Subscriber,
 - c. volume of traffic generated by the Subscriber,
 - d. size of space available to the Subscriber in the NASK Node,
 - e. number and type of devices available to the Subscriber,
 - f. number, type and size of: drive spaces, calculation capacities and software of NASK devices available to the Subscriber.
3. In the case of any amendment of the Price List consisting in an increase of the Subscriber Fee, the Fee is changed, unless the Subscriber terminates the Agreement within 14 days from the date of notification of the Price List amendment. In case of the termination, the Agreement shall be terminated on the last day of the following Accounting Period, however not later than within 30 days.
4. NASK may claim a refund of the discount granted to the Subscriber with regard to the Fee when the Agreement is terminated unilaterally by the Subscriber, Agreement termination for reasons referred to in item 3 above or Agreement termination by NASK through the Subscriber's fault.
5. NASK may refuse to deliver the Service if the scope of services requested by the Subscriber from the NASK Network may prevent suitable standard of the services used by NASK, the Subscriber himself or other Subscribers.
6. NASK shall be entitled to conclude the Agreement subject to the following stipulations:
 - a. submission by the Subscriber of documents confirming the ability of meet the obligation to NASK resulting from the Agreement,
 - b. positive assessment of the financial credibility of the Subscriber based on the data available to NASK or provided by the economic information office pursuant to the regulations of law,
 - c. capacity to ensure technical conditions to deliver the Service.

7. As soon as NASK is ready to provide the Service a delivery and acceptance protocol shall be submitted by NASK to the Subscriber by e-mail or by fax or personally. Within three days from receipt date, the Subscriber shall sign and deliver the delivery and acceptance protocol to NASK by fax. Where the Subscriber cannot submit the protocol by fax, the Subscriber shall send the signed delivery and acceptance protocol to NASK by mail. If the signed delivery and acceptance protocol is not submitted for unjustified reasons within the deadline, unilateral signing of the protocol by NASK shall involve the same consequences as the bilateral signing of the delivery and acceptance protocol by NASK and Subscriber. Submission of the signed delivery and acceptance protocol to NASK shall confirm that the Service may be initiated. A specimen of the delivery and acceptance protocol can be found on NASK website and can be provided to the Subscriber at his request.
8. Consequences of false declarations, incorrect or false data provided by the Subscriber in the Agreement shall be borne by the Subscriber. The Subscriber shall notify any changes of his/her address and personal details of the persons appointed in the Agreement to maintain contact with NASK. NASK shall not be kept responsible for any damage caused by the Subscriber should the Subscriber or persons appointed by him/her be inaccessible.
9. Should the Agreement period be not specified, the Agreement shall be concluded for an indefinite period with a three months' termination notice.
10. An Agreement concluded for a definite period of time shall be extended for a similar period on the date of its expiry, unless the Subscriber delivers to NASK a notice of termination in writing, not later than 30 days before the expiry of the current period of the Agreement validity.
11. If the Agreement concluded for a definite period of time is terminated for reasons attributable to the Subscriber, the Subscriber shall pay a contractual penalty of an amount equal to the subscription Fees due until the expiry date provided for in the terminated Agreement.
12. The Agreement may be terminated by NASK with immediate effect in the cases specified in the Agreement as well as:
 - a. when the Subscriber fails to meet the Fee payment deadline during two consecutive Accounting Periods, with the reservation that Agreement termination may be preceded by a request for payment or suspension of the Service,
 - b. when the Subscriber's delay in Fee payment exceeds 30 days,
 - c. when the Subscriber fails to meet conditions specified in § 6 (7),
 - d. when NASK rights or conditions necessary to provide the Subscriber with the Service are withdrawn, limited or expire by virtue of the regulations of law, court judgment or an administrative decision;
 - e. when the technical conditions that allow to provide the Service change so that it cannot be provided any more and the change is due to the reasons beyond NASK responsibility,.
 - f. when the Subscriber is in breach of the provisions of the Rules or Agreement and fails to remedy a breach within 7 days following a request to do so,
 - g. when the Service has been suspended and the suspension period has been longer than 14 days,
 - h. when the Subscriber's payment credibility has been significantly undermined.
13. The Subscriber shall be entitled to terminate the Agreement with immediate effect in the following cases:
 - a. NASK seriously breaches provisions of the Rules or the Agreement and fails to remedy a breach within 7 days following a written request to do so,
 - b. There is an interruption in the Service delivery which continues for more than 72 hours, unless the interruption is due to the circumstances beyond NASK responsibility.
14. A written notice is needed to terminate the Agreement under pain of invalidity with the notice delivered by registered mail to the mailing address of the party to the Agreement.
15. Within the notice period, the Subscriber shall pay for the Service all Fees calculated in accordance with the Agreement.
16. The Agreement shall expire as a result of interruption of NASK telecommunication operations.
17. As of the date of Agreement's termination or expiry, the Subscriber shall cease using terminal equipment, IP addresses, telephone numbers or other identifiers assigned to the Subscriber by NASK or the NASK telecom infrastructure.
18. The Subscriber shall not be entitled to use the NASK Service in order to provide telecommunication services to the third parties.
4. The Fees payment shall be charged as of the date of Service commencement laid down in the delivery and acceptance protocol for the given Service.
5. The Fees shall be paid by a bank transfer to NASK account specified in the Agreement. The payments shall be deemed to have been made when the appropriate amount is credited to NASK bank account.
6. The Fee payment deadline shall be specified in the invoice. If the payment deadline is not specified in the invoice, the amount due shall be paid within 14 days from the date of invoice issue. Should a Subscriber's payment be delayed, NASK shall be entitled to charge statutory interest. The amounts paid by the Subscriber shall firstly be credited towards the most outstanding receivables.
7. The Fees to be paid in foreign currencies shall be converted in the invoice into Polish zlotys in accordance with the average exchange rate applied by the National Bank of Poland on the last working day preceding the invoice issue date.

§ 6 [The Use of Telecommunication Infrastructure]

1. In order to implement the Agreement, NASK may install terminal devices or other elements of telecommunication infrastructure at the Subscriber's premises and allow their use confirmed by the Subscriber with signature of the handover protocol relevant to the device or infrastructure element. The Subscriber shall prevent unauthorized persons from accessing such devices or infrastructure elements if they are installed in the rooms or within the real property owned by the Subscriber or held on the basis of other legal title.
2. The Subscriber shall enable NASK authorized representatives to access the devices or infrastructure elements referred to in point 1 above for the purposes of servicing, control, repair, removal of Service interruption or in order to carry out maintenance or modernization work. NASK shall not bear any responsibility for damage incurred by the Subscriber in consequence of the Service interruptions, which could not be remedied by NASK because of inaccessibility of the devices or infrastructure elements referred to in point 1 above.
3. Upon expiry or termination of the Agreement, the Subscriber shall allow to disassemble the equipment and shall immediately return to NASK all devices or elements of infrastructure referred to in point 1 above provided by NASK, their condition being not worse than that resulting from the correct exploitation. If a device or infrastructure element referred to in point 1 above is damaged or lost, the Subscriber shall return to NASK all costs of repair or purchase of such a device or infrastructure element documented by NASK.
4. During the start-up and use of terminal devices or telecommunication infrastructure elements provided to the Subscriber for use during the Agreement's validity and during the use of the NASK Network, the Subscriber should comply with the regulations of law or common standards, safety rules, technical and operation requirements in respect of the telecommunication infrastructure or network.
5. The Subscriber shall bear the consequences of the use, or the use by person who have been allowed by the Subscriber to use the Service, of software without licenses required by the regulations of law.
6. The devices and software used by the Subscriber in order to use the Service must meet basic requirements and be compatible with other devices incorporated in the NASK network and cannot cause damage to the NASK network or interfere with its operation.
7. The Subscriber shall allow NASK to control the use of the Service and the condition and method of the use of devices or NASK telecommunication infrastructure elements provided to the Subscriber.
8. NASK shall provide the Service to the point made available to the Subscriber, where the NASK Network ends or to the point where the Subscriber's network links with the NASK Network.
9. NASK shall be entitled to suspend the Service without any Subscriber's right to damages if it is found that:
 - a. the use of the NASK Network by third parties unauthorized by NASK or by the Subscriber through the agency of the Subscriber,
 - b. actions or omissions have been undertaken by the Subscriber or persons for whose actions or nonfeasance the Subscriber is responsible to the detriment of other subscribers, NASK or other entities cooperating with NASK,
 - c. there are delays in Fee payment, with the Service resumed only upon payment of all Fees in arrears complete with calculated interest,
 - d. the Service is used in order to breach the regulations of law in force.

Suspension of the Service shall not release the Subscriber from the duty to pay subscription Fees for the period of suspension.

§ 5 [Payments]

1. The Fees referred to in the Agreement shall not include the goods and services tax which shall be included in the Fees pursuant to the regulations in force.
2. Invoices with subscription Fees shall be issued at the end of each Accounting Period and shall cover amounts due for that Period. For the Services settled according to the extent of Service usage, the amounts due for the Service may be specified on the invoice issued following the end of the Accounting Period they refer to. If the Accounting Period is shorter than calendar month, the subscription Fee shall be proportionally reduced.
3. The Subscriber shall receive invoices by post or by another legally approved method.

§ 7 [Claims]

1. The Subscriber shall be entitled to submit a Claim within 12 months from the last Accounting Period when the Service interruption was ended or from the day on which the Service was improperly delivered or was to be carried out or as of the day of receipt of the invoice with incorrectly calculated Fee.
2. The Subscriber shall lodge the Claim with the client service office specified on NASK website. The claim should include the following:
 - a. name and surname or name and address of the Subscriber and data necessary for feedback,
 - b. object of the claim and the Accounting Period the Claim refers to,

- c. descriptive justification of the Claim circumstances ,
 - d. the number assigned to the claiming party which the Claim refers to, identification number assigned to the Subscriber by NASK or address of the NASK Network end point,
 - e. amount of damages or other dues – if the Subscriber demands payment,
 - f. number of the bank account or address for payment of damages or other dues or an application to include the into future receivables,
 - g. signature of the Subscriber,
 - h. the Agreement concluding date and number,
 - i. attachments documenting circumstances justifying the Complaint.
3. A Claim should be submitted in writing or a protocol drawn up by a person receiving the Claim should be made on the basis of oral deposition. A Claim may also be submitted through other means of communication at a distance provided that there are no technical impediments when the Claim submitted. A Claim shall be deemed to be submitted when it is confirmed by an authorized NASK employee in writing.
 4. The Subscriber's Claim shall be examined within 30 days from the date of its submission. The Subscriber shall be informed about the result of examination in writing.
 5. NASK shall deduct demandable claim of the Subscriber with the Subscriber's claim due to the Subscriber as a result of justified Claim.
 6. The amount due to the Subscriber shall be refunded after the Claim is pronounced and included in the Fee, or in the case of the missing Fee, by transferring the amount to the bank account indicated by the Subscriber.
 7. Submission of a Claim shall not prevent the obligation to pay the Fee.
 8. Regulations of law shall be applicable to Claim proceedings not regulated in the Rules.

§ 8 [Procedure for Notification and Servicing of Malfunctions]

1. Malfunctions shall be notified immediately using the specimen provided on NASK website by phone or fax numbers specified in the Service Level Agreement (SLA) or to numbers published on NASK website if the Service Level Agreement (SLA) does not exist; the following data need to be provided:
 - a. name of the Subscriber,
 - b. name and surname of the notifying person,
 - c. number of the Agreement or identifier assigned pursuant to the Agreement,
 - d. data necessary for feedback
 - e. description of the Malfunction.
2. Description of the Malfunction shall be detailed enough to enable fast and accurate identification of its causes.
3. The person who is notified of Malfunction shall generate a Malfunction Notification and provide its number to the Malfunction notifying person if it is notified by phone, or in the case of Fax notification, the person notified shall confirm the notification of Malfunction by fax or by phone and provide the number of Problem Notification.
4. When contacting NASK in then matters regarding the repair of Malfunctions, the Subscriber should provide the number of Problem Notification.
5. when the Malfunction is repaired, it may be necessary for NASK to cooperate with the Subscriber. If the Subscriber cannot be contacted for at least an hour, NASK shall be entitled to suspend Malfunction repair work. In such a case, the time of repair work suspension is the hour during which contact with the Subscriber is attempted. Time of suspension of Malfunction repair shall not be included in the Malfunction Fixing Time; in such a case, service technicians who carry out repair work attempt to contact the Subscriber every 30 minutes, however, in no longer than during 3 hours. If the attempt is successful, the Malfunction Fixing Time is resumed.
6. After the Malfunction is repaired, NASK shall contact the Subscriber in order to confirm the Malfunction repair and the Problem notification is deemed to be responded. If the Subscriber does not react, or there is no possibility to contact him/her or in the case of unjustified refusal of the Subscriber to confirm Malfunction repair, NASK shall delete the Problem Notification without the Subscriber's confirmation.

§ 9 [Responsibility]

1. NASK shall be responsible for failure to deliver the Service or for improper delivery of the Service according to the provisions of the Rules and Agreement.
2. The Subscriber shall be responsible for damage caused by the Subscriber or the third parties allowed by the Subscriber to use the NASK Network to NASK or entities cooperating with NASK.
3. NASK shall not bear any responsibility for the data transmitted through the NASK Network under the agreement to provide electronic transmission service concluded by the Subscriber with a third party.
4. NASK shall not bear any responsibility for the possibility to provide the Service through the telecommunication networks of other operators, with whom NASK has inter-operator connections, or for the quality parameters of such networks.
5. NASK shall not bear any responsibility for the Subscriber's loss of profits.

6. NASK guarantees that within a year from the starting date of Service delivery as well as during each following year of the Service delivery the total Malfunction Fixing Time shall not exceed 1 per cent of the annual Service delivery time. The Service Level Agreement (SLA) may separately specify the parameters of Service quality.
7. If the conditions specified in point 6 are not met, NASK shall pay a contractual penalty equal to 100 per cent of the value of the Fee due for the Malfunction Fixing Time to the Subscriber. When the Service Level Agreement (SLA) is in force, the amount and the form of transfer of the contractual penalty due to the Subscriber shall solely be defined in the Service Level Agreement (SLA).
8. The amount of the due contractual penalty shall be subtracted from the Fees or in the case of lack of such Fees it shall be transferred to the bank account indicated by the Subscriber.
9. Payment of contractual penalty is subject to the Subscriber's submission of a Claim with regard to the Service and its approval by NASK.
10. NASK shall not bear any responsibility for damage resulting from failure to deliver the Service or form improper delivery of the Service when this is associated with:
 - a. Force Majeure
 - b. caused by the Subscriber or a third party
 - c. suspension of the Service delivery agreed upon by the Subscriber and NASK or resulting from the Rules or Agreement,
 - d. the Subscriber's breach of the provisions of the Rules or Agreement.
 Exclusion of NASK liability pursuant to this point shall not be in prejudice of other exclusions of responsibility laid down in the Rules or Agreement.

§ 10 [Confidentiality]

1. NASK and the Subscriber shall keep confidential any technical information referred to in the Agreement or Service Level Agreement (SLA) as well as information collected during Agreement negotiation and implementation.
2. Any information referred to in point 1 herein may be shared with the third parties only when the regulations of law allow for it or upon agreement between the Subscriber and NASK.
3. Information on the Agreement, its parties and object shall not be confidential and can be used by the parties to the Agreement in the marketing materials and on the websites. The Subscriber shall be entitled to provide references to NASK with regard to services under the Agreement.

§ 11 [Data Protection]

1. NASK shall not interfere with the data sent by the Subscriber or persons authorised by the Subscriber to use the Service and shall not bear any responsibility for possible breaches of the law associated with the transfer of data through the NASK Network.
2. The Subscriber shall be responsible for classification of the protection level and for the use of the tool intended to protect the data transferred through the NASK Network.
3. NASK shall not bear any responsibility for unauthorized access to the data transferred through the NASK or Subscriber Network when the access is granted by the Subscriber or the third parties.
4. The access of an authorised person to the NASK Network is deemed to be an access obtained on the basis of user identification procedure agreed upon with NASK.

§12 [Final Provisions]

1. Regulations of the Polish law shall apply to the matters not regulated by the provisions of the Agreement, the Rules, the Price List or the Service Level Agreement (SLA) as well as to their interpretation and implementation.
2. The Agreement was made in the Polish language and if there is a copy of the Agreement in another language, the Polish version shall prevail.
3. In the case of any amendments to the Rules, NASK shall inform the Subscriber in writing thereof at least 30 days prior to their introduction. Any amendment to the Rules shall not mean an amendment to the Agreement resulting in a necessity to draw up an annex thereto.
4. Should the Subscriber fail to accept amendments to the Rules, he/she shall be entitled to terminate the Agreement within 14 days from the receipt of information on the Rules amendment. In the case of the Agreement termination, it shall terminate on the last day of the following Accounting Period, however not later than within 30 days.
5. The Subscriber shall not be entitled to assign rights and obligations under the Agreement to a third party without NASK written consent.
6. Any dispute between the parties should be settled on negotiation basis or, should it be impossible, the parties shall submit the dispute to a competent civilian court.
7. An updated version of the Rules shall be published on NASK website.
8. The Rules shall become effective on May 7th 2007 and replace all previous NASK binding rules concerning the delivery of the telecommunication services.