



Τίτλος: **Agreement for the provision of the  
BusinessConnect Service**

Κωδικός :  
**E21344e**

Έκδοση:  
**1.1**



# **Agreement for the provision of the BusinessConnect Service**

**AN AGREEMENT** made on the ....., in Nicosia, Cyprus, between

**The Cyprus Telecommunications Authority of Telecommunications St., Strovolos, P.O. Box 24929, Nicosia CY-1396, Cyprus (hereinafter referred to as "Cyta")**

and

.....  
.....

**Registration no. ...., (hereinafter referred to as "the Customer").**

**WHEREAS** the Customer wishes to secure the Service

**AND WHEREAS** Cyta is able and willing to provide the Service,

**NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:**

1. In this Agreement unless the context otherwise requires:

**"Agreement"** means this agreement comprised of the preamble terms 1 through to 15 and Appendix A, B and C which form an integral part hereof.

**"Cyta"** means the Cyprus Telecommunications Authority (Cyta) a public corporation established by law (Telecommunications Service Law, Cap 302, 1954-2000).

**"Commitment Period"** means the minimum period for which the Customer wishes to be bound to receive the Service which is referred to in Appendix A.

**"Law"** means the Telecommunication Service Law, Cap 302, and The Regulation of Electronic Communications and Postal Services Law of 2004 (112(I)/2004) as amended or replaced from time to time.

**"Regulations"** means the Telecommunications Regulations in force for the time being and every amendment or replacement thereof.

**"Service"** means the telecommunications service described in Appendix "A".

## **2. SCOPE OF AGREEMENT**

2.1 In consideration of the payments and performance of all the Customer's obligations provided in this Agreement, Cyta shall provide the Service to the Customer subject to the terms and conditions of this Agreement and the BusinessConnect Service Level Agreement (Appendix C).

2.2 The Service to be provided shall be governed by and be subject the Laws and Regulations in force from time to time, which are adopted as an integral part hereof and this Agreement shall be governed by the Laws of Cyprus

## **3. DURATION**

3.1 This Agreement shall come into force, on the day of its signature and shall continue in full force and effect until the end of the commitment period and thereafter shall be automatically renewed from year to year until terminated by either party by three (3) month written notice.

3.2 This Agreement may be terminated at any time pursuant to the provisions of clause 9.

## **4. CHARGES AND PAYMENTS**

4.1 For the Service the Customer shall pay to Cyta the subscription, charges, connection/ disconnection fees described in the attached Appendices.

4.2 Cyta may with two (2) months written notice change the charges and the Customer shall pay the new charges from the date specified in the notice, unless in the meantime the Agreement is terminated.

4.3 Cyta shall issue and sent an invoice for the sums falling due every month and the Customer shall pay the invoice at Cyta's offices by the end of the calendar month following the calendar month for which the invoice was issued.

4.4 Cyta shall commence charging the Customer from the date of Ready for Service Date (RFS Date).

4.5 All sums due and payable shall be charged with interest at a rate equal to the Central Bank of Cyprus base lending rate plus 1,5% per annum from the date they were due until final payment.

The charge and/or payment of interest shall be without prejudice to Cyta's right to terminate the Service and/or this Agreement.

## **5. CYTA'S OBLIGATIONS**

5.1 Cyta shall take all necessary steps to provide the Service to the Customer within the limits described in Appendix B.

5.2 Cyta shall take all reasonable steps to maintain the continuity and quality of service and shall take all reasonable steps to restore the Service in case of disruption or deterioration as soon as reasonably practicable.

5.3 Cyta shall keep the Customer informed of any foreseeable or possible disruption of the Service and of the duration of such disruption.

5.4 Cyta shall treat the Customer and provide the Service to the Customer in the same manner and with the same or similar conditions it provides the Service to others.

## **6. CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:  
6.1.1 provide the terminal equipment, which will be used for the enjoyment of the Service.

6.1.2 indicate and prepare the site where the Service will be connected and have the required infrastructure installed in the premises in which the Service will be connected.

6.1.3 afford access and facilities to Cyta's personnel for the installation / connection of the Service or for the repair thereof restoration.

6.2 The Customer shall use the Service only for his own benefit and prohibit the use for the benefit of third parties unless the Customer is licensed by the

Commissioner for Regulation of Telecommunications and Post to provide services to others in which event the Customer may use the Service for the purposes and to the extent he is so licenced.

- 6.3 The Customer shall keep the terminal equipment in good and functional state and inform Cyta as soon as any disruption or fault or malfunction of the Service is observed.
- 6.4 The Customer shall settle Cyta's invoices on time and shall comply with the conditions of this Agreement.
- 6.5 The Customer shall inform immediately on abandoning possession of any premises where a service termination point is located and shall allow Cyta to disconnect such point.

## **7. CONDITIONS OF SERVICE**

- 7.1 The Service is provided and shall continue to be provided by Cyta as long as the premises, where there are points of termination are located, are legally in the possession and are used by the Customer. Cyta reserves the right to terminate the Service if the Customer abandons possession of the premises or if any possession is fictitious.
- 7.2 The use of the Service by the Customer for the purpose of serving third parties or for the provision of a telecommunication service, with or without consideration, to third parties, is hereby prohibited without a licence from the Commissioner for Regulation of Telecommunications and Post. Cyta shall terminate the Service if it discovers that the Customer is involved in illegal activities.
- 7.3 The Service shall be used for the purpose set out herewith and not for any other use.
- 7.4 Cyta shall be entitled to monitor the connection and operation of the Service and its use by the Customer for the purposes of ensuring compliance with this Agreement.
- 7.5 The Service is subject to the additional terms and conditions provided in Appendix A. Should there be any inconsistency between this clause 7 and the terms and conditions provided in Appendix A, Appendix A shall be controlling.
- 7.6 Cyta shall be entitled to interrupt the Service for maintenance purposes, repair of faults or quality checks without affecting the Customer's obligation to pay the charges.

## **8. LIMITATION OF LIABILITY**

- 8.1 The parties acknowledge that the Service is provided on "as is" basis and that it is possible that interruptions or degradation of its quality or disturbance of the Service may be caused by electrical or mechanical failures or any other cause. In any such an event Cyta's liability shall be limited to exercising reasonable efforts to restore the Service as soon as possible. Cyta will be

liable for any damage caused to the Customer due to negligence or wilful act/ action or misconduct on behalf of Cyta.

- 8.2 Subject to the provisions of Appendix A, B and C, Cyta shall not be liable for any loss or damage (including direct or indirect damage or other damages, loss of revenues, profits or business) which the Customer may sustain due to any interruption in the availability of the Service or any degradation or deterioration of the Service or due to the inability of Cyta to restore the Service.
- 8.3 Neither Party shall be liable for any indirect or consequential damages, losses, or faults of any nature whatsoever including but not limited to loss of revenues, profits or business, from breach of contract, or in tort.
- 8.4 The total maximum liability of the Parties hereto for breach of this Agreement or in tort resulting from the implementation or performance of this Agreement, shall be limited to the amount of the annual charge as set out in Appendix B and C, for an event or series of events occurring within the period of validity of this Agreement.
- 8.5 Cyta is not aware of the purposes for which the Customer shall use the Service and as a result, except as provided in this Agreement, Cyta has not made and shall not be deemed to have made any representations or warranties whatsoever, with respect to quality, merchantable quality or fitness for the purpose of speed or other purpose either arising by Law or implied as a term or otherwise.
- 8.6 Cyta hereby explicitly disclaims and the Customer waives and renounces any representation or warranty not provided in the present Agreement and the Customer waives any of his rights to claim under any representation or any implied term not provided in this Agreement whether implied by Law or otherwise.
- 8.7 Representations or assurances of events, including but not limited to representation regarding availability or speed or quality or fitness or availability shall not be considered as warranties or part of this Agreement except and to the extent that it is expressly provided herewith.

## **9. TERMINATION**

- 9.1 All terms of this Agreement are of the essence and breach of any one of them by either of the parties hereto shall be considered a material breach entitling the other party to terminate this Agreement (subject to the provisions of clause 9.2 herein below) and/or to claim damages and/or any other and/or further relief, including specific performance where available.
- 9.2 Before any of the parties hereto terminates this Agreement in accordance with the provisions of clause 9.1 hereinabove, such party shall give the party in default written notice, in which the specific breach or breaches shall be mentioned, and the party in breach shall be required to remedy such breach within 45 days from the date of the due dispatch of the written notice. If, by the expiration of such period of notice, any breach is not remedied, the innocent party shall, without prejudice to any of its other rights, have the right to

terminate this Agreement forthwith by written a notice to the party in breach effective forthwith.

9.3 Further and without prejudice to the rights of termination of this Agreement provided for in clause 9.1 hereinabove, either party hereto may terminate this Agreement at any time, by giving notice in writing with immediate effect to the other party on the occurrence of any of the following events:

- (i) The insolvency or initiation of bankruptcy or receivership proceedings by or against either party hereto;
- (ii) The execution of an assignment for the benefit of creditors or the seeking of relief by either party hereto under any applicable bankruptcy or similar debtor relief laws, or the entering into liquidation or composition scheme with creditors, or the initiation of any other similar process in consequence of debt.
- (iii) If either party hereto is guilty of wilful misconduct or resorts to fraudulent practices in the performance of this Agreement.
- (iv) If Cyta ceases to provide the Service generally.
- (v) If Cyta determines that is no longer beneficial for it to provide the Service.

9.4 Further notwithstanding the provisions in clauses 9.1 to 9.3 hereinabove, Cyta shall be entitled to disconnect the Service without any notice to the Customer, if the Customer fails to pay in accordance with the terms and conditions of this Agreement any sum referred to in clause 4 herein that becomes due and payable and further may terminate this Agreement by notice in writing effective forthwith if the Customer fails to pay all sums due within thirty (30) days from the date of disconnection.

9.5 Cyta shall be entitle to terminate the Service and this Agreement with notice effective immediately if the Customer fails to fulfill or is in breach any of the conditions of Clauses 6 and 7.

## **10. FORCE MAJEURE**

10.1 Any delay in performance or failure of performance of either party's obligations pursuant to this Agreement, shall not constitute a breach of this Agreement if, and for as long as, it is due to any events, acts or accidents beyond the reasonable control of the party concerned, including but not limited to, acts of God, governmental action or omission or requirement of regulatory authority, natural destruction, epidemics, earthquakes, floods, fire, storms, heavy rains, typhoons, wars, enemy and military or terrorist action, rebellion, military or civil insurgency, riots or civil commotion, labour disturbances and disputes, strikes, lockouts, failure or destruction of public utilities, mechanical or electrical failure or any other cause beyond the control of the party affected, provided that the party concerned has made every reasonable effort to perform its obligations in an alternative manner.

10.2 The occurrence of any events, acts or accidents referred to in Clause 10.1 above shall be notified by the party affected by it to the other party, in writing, as soon as practically possible.

10.3 Any contractual provisions or obligations affected by any events, acts or accidents referred to in Clause

10.1 above shall be suspended or extended for a time equal to the duration of the events, acts or accidents.

10.4 If the performance of this Agreement, as a consequence of any events, acts or accidents referred to in Clause 10.1 above, is suspended or delayed for a period exceeding two months, either party may lawfully terminate this Agreement by giving written notice to that effect to the other party.

## **11. CONFIDENTIALITY**

11.1 The parties hereto acknowledge and agree that all information, including without prejudice to the generality of this clause, the provisions of this Agreement, all provided by the parties, and all the directories or other archives containing such information, and all the financial and commercial information relating to the parties, including without limitation all the market analysis and market expansion plans, all the income and profit analysis and all the commission and account structures, all technical information relating to the parties, including but not limited to, all improvements or changes to products and services performed or programmed, exchanged between the parties and specified by the parties as confidential, all software and any other data, associated with the Purpose, the business and customers of each party and their business system and especially specifications, drawings, designs, computer software, know-how, patent, licences, data, process techniques and formulae, information relating to any research or other project, future development, marketing and sales leads and work in progress, any engineering, technical, electronic, technological, manufacturing, service, commercial, financial and personnel information relating to past present and future business, whether in oral, written, graphic, electronic, machine readable or other form, inventions, techniques, processes, devices, discoveries, improvements, up-grading and developments and all other intellectual property, hereinafter collectively referred to as "Confidential Information", disclosed or to be disclosed by either party to the other party or exchanged or to be exchanged between them, shall remain the property of the party who makes such disclosure or effects such exchange.

11.2 The parties hereto shall:

- (i) Keep all Confidential Information secret and confidential, using at least the same degree of care that it would normally use in protecting its own proprietary and confidential information of a similar nature and not to disclose or divulge any such information to any third party, except solely for the purposes of this Agreement and the Purpose.
- (ii) Not use or allow Confidential Information to be used, for any other purpose, in whole or in part, except solely in relation to the Purpose, and for the duration of this Agreement, unless and only to the extent which such further use is previously specifically authorised in writing by the party disclosing such Confidential Information.
- (iii) Not to copy or cause to be made copies of Confidential Information, in whole or in part, other than solely for the purposes of this Agreement and the Purpose for any re-

disclosure or divulgence thereof, whether directly or indirectly, to any third party.

- (iv) Not to disclose Confidential Information, in whole or in part, to any personnel within the parties' organizations, who do not need to receive such information for the purposes of this Agreement or the Purpose.
  - (v) Upon the disclosing party's written request and option either return to the disclosing party such of the disclosing party's Confidential Information as is in tangible form (together with all copies thereof within its possession or control) or make such other disposal or disposition thereof as may be stipulated in writing by the disclosing party.
- 11.3 Any release of Confidential Information, when considered necessary, to any third party shall be co-ordinated and approved by both parties in writing prior to dissemination and release. Such release shall be made subject to said third party's agreement in writing on the same terms as set out in this Agreement not to make further disclosure and to use the Confidential Information solely for the purposes of this Agreement and the Purpose.
- 11.4 If a party becomes aware of any disclosure concerning Confidential Information not permitted by this Agreement, it shall immediately inform the other party and they shall jointly seek to remedy the situation, without prejudice to any other rights the proprietor of the information may have against the other party. Neither party shall be liable for the disclosure of such information, provided that such disclosure comes about despite the exercising of the same degree of care usually taken so as to maintain and secure its own Confidential Information of a similar nature.
- 11.5 The protection of any proprietary and Confidential Information hereunder does not and shall not extend to any information which it can be proved by the party receiving it, upon the written request of the party disclosing it, that:
- (i) at the time of the disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the party receiving, or
  - (ii) was lawfully obtained by the party receiving from a third party with full rights of disclosure, or
  - (iii) was already in the unrestricted possession of the party receiving at the date of receipt of such information pursuant to this Agreement, as evidenced by written documentation in the files of the party receiving, or
  - (iv) has since become known or developed in good faith independently by the party receiving without making use of the Confidential Information of the party disclosing, or
  - (v) has been or is published without violation of this Agreement, or
  - (vi) has been approved for unlimited release or use by written authorization of the party disclosing, or
  - (vii) if the party receiving is legally obliged to disclose the same by reason of any Law, Regulation, Rule or other requirement of any government or any agency or department thereof provided

always that the party disclosing is given prior warning of such disclosure and the party receiving uses all reasonable endeavours to minimize such disclosure, or

- (viii) is specifically and expressly referred to in writing as not being confidential.
- 11.6 In the event that either party provides the other party with Confidential Information, the disclosing party will indemnify the receiving party against any liability (including any professional costs) incurred by the receiving party relating to or arising out of any alleged infringement or misuse of such information on the basis that it is subject to confidentiality restrictions in favour of a third party or is confidential to a third party.
- 11.7 The Parties hereto acknowledge that the Confidential Information is of a particularly sensitive nature and so prohibitory interim or absolute measures are necessary for its protection.
- 11.8 If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and this Agreement shall be read as if the invalid, illegal or unenforceable provision or part of it had not been included.

## **12. ASSIGNMENT**

- 12.1 Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other.
- 12.2 Notwithstanding 12.1 above, Cyta shall be entitled without the prior written consent of the Customer to assign, transfer or in any manner make over the benefit and or burden of this Agreement to an Affiliate or to any other Company which it may transfer its assets and undertaking.

## **12. ENTIRE AGREEMENT AND AMENDMENTS**

- 12.1 This Agreement along with the preamble and the Appendices attached hereto embodies the entire understanding and agreement of the parties hereto.
- 12.2 This Agreement supersedes all previous agreements, representations, undertakings, understandings, promises or assurances between the parties hereto, which are hereby cancelled.
- 12.3 Any variation, amendment or change to this Agreement or the Service shall not be valid and binding unless it is agreed in writing and signed by the parties hereto.
- 12.4 All Appendices attached to this Agreement are specifically incorporated in and form an integral part of this Agreement.
- 12.5 Each of the Parties hereto shall at any time after the execution of this Agreement, upon the request of the other Party, take such further steps and execute, acknowledge and deliver such additional documents,

instrument and other payments as may be necessary to carry out this Agreement.

1. ....

12.6 This Agreement shall be binding upon the parties, their successors and permitted assigns.

2. ....

**13. SEVERABILITY**

If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

**14. WAIVER**

Any failure, delay, neglect, forbearance or either party hereto, in enforcing any term, exercising any right or seeking any remedy under this Agreement, shall not constitute a waiver of such term, right or remedy nor will it in any way prejudice the enforcement, exercising or seeking thereof and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

**15. ALL TERMS OF THE ESSENCE**

All terms of this Agreement are of the essence and breach by any of the parties hereto, shall be considered a material breach entitling the other party to terminate this Agreement (subject to the provisions of Clause (9) hereinabove) and/or to claim damages and/or to claim any other and/or further relief, subject to the provisions of Clause (8) hereinabove.

IN WITNESS WHEREOF, the said parties to this Agreement have hereto set their signatures the day and year first above written.

**THE CONTRACTING PARTIES**

**1. Cyta**

Signature:.....

Name: .....

Date: .....

**2. The Customer**

Signature:.....

Name: .....

Date: .....

**Witnesses:**

## Appendix A

1. In this Agreement the following terms shall have the meaning attached to them:

**BusinessConnect** shall mean the brand name of the International MPLS-VPN offered by Cyta through the International Service Network. The BusinessConnect is being offered with the relevant Class of Service – CoS.

**International Service Network** includes the CytaWorld,Net network and the IP-MPLS networks of other international Cyta partners.

**CytaWorld.Net:** Means the brand name of Cyta's international IP-MPLS network that includes the international nodes in Cyprus, the United Kingdom, Germany and Greece and the connections between them.

**Local Network:** shall mean the local telecommunications connection in each Service destination country between the Customer terminal equipment and the International Service Network.

**Ready for Service Date** shall mean the date at which the Customer may operate the Service.

**Commitment Period of the Customer** shall mean the Minimum Time Period shown in the Order Form (Appendix B) for which the Customer commits to secure the Service. This period commences from the Ready for Service Date or the date of the signing of the Agreement, whichever of the two is most recent.

## 2. TERMS OF THE SERVICE

2.1 In the event that the Customer, with a written notice submitted before the connection of the Service, cancels his application for the provision of the Service, this Agreement is terminated and the Customer shall be liable to pay the "order cancellation fee". The "order cancellation fee" is described in paragraph 7 of the BusinessConnect Level Agreement of Appendix C.

2.2 Any amendment of the Service characteristics as described in The Order Form (Appendix B), after a Customer's request shall result, in the payment of the amount described in paragraph 8 of the BusinessConnect Level Agreement of Appendix C.

2.3 In the event of the termination of the Service, after a Customer request made before the end of the commitment period of the Customer, the Customer shall be liable to pay the "termination fee" of the Agreement provided in term 2.4 below.

2.4 The "termination fee" of the Agreement is equal to the monthly recurring charge multiplied by the period remaining in months until the end of the commitment period of the Customer. Special conditions may apply for waiving the termination fee in case specific technical parameters are not met, as described in Appendix B of the Agreement.

The Customer shall not be liable to pay the termination fee in case the Service speed or class of Service is upgraded, provided that the Customer renews the commitment period for at least one year.

2.5 The Customer will be charged and pay to Cyta in addition to the charges and other fees described in the Order Form (Appendix B), the corresponding VAT calculated according to the current rate and any other indirect tax imposed or to be imposed in the future.

## 3. Service Testing

Cyta accepts 3 working days for testing. If Customer does not inform Cyta at the end of the 3-day period that the Service is not accepted, then the contract is activated. This day is considered as the RFS date, at which MRC is initiated. The 3-day period starts with the relevant notification from Cyta to the Customer that the service is ready. During the 3-day period, Cyta will assist the Customer in resolving any quality issues that may arise.

## **APPENDIX B**

## **ORDER FORM**

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## **APPENDIX C**

### **BusinessConnect**

### **Service Level Agreement**

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## **APPENDIX C**

### **BusinessConnect**

# **SERVICE LEVEL AGREEMENT**

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The Agreement is made today the ..... day of the month ....., 2015 in Nicosia, between the Cyprus Telecommunications Authority based in Nicosia (which for the scope and terms of this agreement shall be called "Cyta") on one part and ....., with registration number ..... from ..... (which for the scope and terms of this agreement shall be called the "Customer") on the other part.

**WHEREAS:**

The Customer has agreed to secure the BusinessConnect and

**WHEREAS:**

The Service must operate on an agreed level of service,

**NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:**

**1. Definitions**

In this Service Level Agreement unless the context otherwise requires, the following definitions apply :

**Service Availability:** Service Availability is defined as the time percentage that the Service is available to the Customer in a calendar three-month period.

**International Service Network:** it includes the CytaWorld.Net network and the Ethernet/ MPLS networks of Cyta's Service partners.

**Order Form:** means a written order or appendix for the provision of the Service, which is submitted by a Party and is accepted by the other Party as defined in Appendix B of the Agreement for the Provision of the BusinessConnect Service.

**Ready for Service (RFS) Date:** means the date on which the Customer may use the Service.

**Class of Service:** are the various grades of the BusinessConnect that enable the differentiation of the type of service to the Customer (e.g. voice, video, ERPs, e-commerce, FTP, web-browsing) across the International Service Network and their different treatment by the network. Services that are delay sensitive are differentiated by the non-sensitive services and treated differently. The Class of Service (CoS) offers three different levels of quality that are secured by this Agreement.

- **Class of Service-Gold:** The BusinessConnect class of service in which the packet forwarding occurs in real time with a commitment in Jitter, Latency and in the percentage of successful Packet Delivery.
- **Class of Service-Silver:** The BusinessConnect class of service in which a commitment is offered with regards to the Latency and the percentage of successful Packet Delivery.
- **Class of Service – Bronze:** The BusinessConnect class of service in which a best effort service is offered with regards to the percentage of successful Packet Delivery.

**Packet Delivery:** Is defined as the procedure for transferring a packet between the routers of the International Service Network on which the Customer is connected.

**Customer:** Is defined as the user of the Service.

**Agreement:** Means this agreement.

**Agreement for the Provision of the BusinessConnect:** The agreement signed between the Customer and Cyta and governs the provision of the Service to the Customer.

**Customer Contact Person:** is the Customer communication contact person with Cyta for the BusinessConnect service.

**Local Loop:** means the local telecommunications connection in each destination country between the terminal equipment of the Customer and the International Service Network.

**Service:** means the provision of the BusinessConnect in combination with the Class of Service according to the Order Form.

**Latency:** is defined as the average of the round-trip time delay between the routers of the International Service Network on which the Customer is connected. It is calculated on a calendar monthly basis.

**BusinessConnect:** means the brand name of the International MPLS-VPN offered by Cyta through the International Service Network. The BusinessConnect Service is being offered with the relevant Class of Service – CoS.

**CytaWorld.Net:** Means the brand name of Cyta's international IP-MPLS network that includes the international nodes in Cyprus, the United Kingdom, Germany and Greece and the connections between them.

**Jitter:** is defined as the differentiation in the arrival time of the IP-packets.

## **2. Scope**

- 2.1 This Agreement defines the quality levels of the BusinessConnect service. The level of service is affected by various parameters that are presented in the Agreement and mainly by the Class of Service selected by the Customer.
- 2.2 Cyta, in response to the placement of the order for the Service and the fulfillment of the terms for the provision of the service by the Customer, will offer the agreed quality level defined by the Agreement.

## **3. Customer Obligations**

The Customer undertakes:

- 3.1 Has the responsibility for the use and interoperability of the equipment and the software not provided by Cyta. In the event that the equipment or software that the Customer uses and was not provided by Cyta or its partners hinders the use of the Service, the Customer is responsible for the payment of the fees for the Service according to the Order Form as well as any other expenses incurred by Cyta for the provision of the Service. If it comes to Cyta attention that the above mentioned equipment or software is causing or probably will cause problems in the provision of the Service the Customer will be responsible to fix or replace his equipment or software that caused the problems.
- 3.2 Has the responsibility to define the appropriate Class of Service (CoS) on the IP packets by prioritizing them depending on the application corresponding to each packet and according to the commitments as defined on the Order Form.
- 3.3 Has the responsibility to safeguard and maintain his network, which starts right after Cyta's or its partner's terminal equipment at the Customer premises.
- 3.4 Conforms to all the procedures and standards communicated by Cyta from time to time in relation to his terminal equipment which will interface with the Local Loop in Cyprus and to the standards communicated by the provider of the Local Loop in every destination country where the Service is offered. The Customer will cooperate with Cyta for the configuration of the equipment that interfaces with the Local Loop.
- 3.5 Informs Cyta, at least 48 hours in advance, of any maintenance or upgrade work on his equipment that may cause problems in Cyta monitoring system or network.
- 3.6 Confirms that Cyta works in order to install the Service have been successfully completed according to the provisions of the Agreement for the Provision of the BusinessConnect. In the event that the successful completion of the work is not confirmed by the Customer within 3 days following the relevant notification by Cyta then it is assumed that the work has been successfully completed.

## **4. Cyta Obligations**

Cyta will provide to the Customer:

- 4.1 Connection to the International Service Network through the Local Loop.
- 4.2 The BusinessConnect through the International Service Network in combination with the requested Class of Service (CoS). The Class of Service is defined by three connection characteristics: the percentage of successful Packet Delivery, the maximum Latency and Jitter, given in Paragraph (6) below.
- 4.3 Installation and maintenance of Cyta's terminal equipment at the Premises of the Customer (modem) used as an interface for the connection to the Local Loop.
- 4.4 Operation, monitoring and maintenance of the Service.
- 4.5 Technical Assistance for the installation of the Service which includes:
  - The communication with the Customer before the installation procedure commences so that the accessibility to the relevant equipment as well as the technical or other details for the Service are secured,
  - The provision of advice and support for the configuration of the Customer equipment which will interface with the Local Loop.
  - The testing of the Service prior to the RFS date, in accordance with paragraph 3 of Appendix A of this Agreement.
- 4.6 Inform the Customer of any problems that came to Cyta's attention that originated from the Customer equipment or software.

## 5. Service Availability

### 5.1 Service Availability Calculation

The Service Availability is calculated as follows :

$$\frac{[(\text{Hours in a quarter} - \text{Service interruption hours in a quarter})]}{\text{Hours in a quarter}} \times 100\%$$

Cyta offers 99.9% Service Availability.

The Service is considered unavailable in the case where there is an unplanned interruption due to equipment failure or problems in the transmission system of the International Service Network or in the Local Loop in Cyprus which as a result the provision of the Service is hindered.

### 5.2 Credit

The Customer will be allowed a credit for an interruption of the Service which is due to the International Service Network or the Local Loop in Cyprus. A credit due to interruptions in the Local Loop in Cyprus will not be offered in cases where the telecommunications connection is implemented through ADSL broadband products. The credit for interruptions in the Service due by Cyta or its partners will be offered for cumulative interruptions of the Service (which have been reported by the Customer and have been confirmed by Cyta) in a quarter. For each percentage of interruption of the order of 0,02% below the guaranteed level (in paragraph 5.1 above), Cyta will offer credit defined as 0,5% of the quarterly charge for the connection corresponding to the influenced Customer node. The maximum credit that may be given in a quarter is equal to 20% of the quarterly charge for the Service offered at the influenced Customer node.

### 5.3 Exemptions

The following cases are exempt from the Service Availability calculation:

- A planned Service interruption and/or planned equipment maintenance. Cyta will provide a minimum of five (5) working day notification before any planned maintenance of the International Service Network that will influence the provision of the Service.
- An emergency Service interruption and/or emergency equipment maintenance. Cyta will provide a minimum of one (1) working day notification before any emergency maintenance of the International Service Network that will influence the provision of the Service.
- Interruptions during any period during which the Customer chose not to release the Service for tests or Cyta equipment repair and continues to use the Service.
- Interruptions due to faults in the power supply, equipment or the access circuits of the Customer that are provided by the Customer or third parties.
- Interruptions caused due to ignorance / omissions (including the provision of inaccurate information) on behalf of the Customer.
- Interruptions which are not reported to Cyta within two weeks or there is no mutual agreement for their occurrence or who is responsible for the interruption.
- Interruptions that take place before the Ready for Service Date.
- Interruptions due to damage caused by diggers, contractors or natural causes.

## 6. Performance Parameters of the International Service Network

### 6.1 Packet Delivery

#### 6.1.1 Measurements

The percentage of successful Packet Delivery is recorded by Cyta every five minutes, 24 hours a day and every day the average is calculated for every region for each Class of Service. The table below shows the percentage of successful Packet Delivery for every region for each Class of Service:

Region	Class of Service (CoS)		
	Gold	Silver	Bronze
	Real-time Forwarding	Assured Forwarding	Priority Forwarding
Intra CytaWorld.Net	>= 99.9%	>= 99.5%	>= 99.0%
Intra-US	>= 99.9%	>= 99.5%	>= 99.0%
Intra-Europe	>= 99.9%	>= 99.5%	>= 99.0%
Trans-Atlantic	>= 99.8%	>= 99.4%	>= 99.0%
Trans-Pacific	>= 99.8%	>= 99.4%	>= 99.0%
Intra-Asia	>= 99.8%	>= 99.4%	>= 99.0%

### 6.1.2 Credit

A credit equal to 10% of the monthly charge for the connection on the influenced Customer node will be given to the Customer in cases where Cyta is not able to fulfill the guaranteed quality of Paragraph 6.1.1 above. A credit is not provided in cases where the reason for the quality degradation is an erroneous configuration on equipment for which the Customer is responsible.

It should be noted that the guarantee of the percentage of successful packet delivery applies for normal operation of the International Service Network, it does not apply when a network fault occurs.

## 6.2 Network Latency

### 6.2.1 Measurements

Cyta measures the round trip delay between the main nodes of the International Service Network by sending 64-byte ICMP Ping messages every five (5) minutes, 24 hours a day. From the measurements in each area, the average is calculated every month as shown in the table below:

Region	Maximum Average Round Trip Delay
<b>Intra CytaWorld.Net (Between Cyprus-Greece)*</b>	<= 35ms
<b>Intra CytaWorld.Net (Between Greece-UK)*</b>	<= 65ms
<b>Intra CytaWorld.Net (Between Cyprus-UK)*</b>	<= 100ms
<b>Intra CytaWorld.Net (Between Cyprus-Germany)*</b>	<= 80ms
<b>Intra CytaWorld.Net *</b>	<= 100ms
<b>Intra-US</b>	<= 65ms
<b>Intra-Europe</b>	
<b>Trans-Atlantic</b>	<= 120ms
<b>Trans-Pacific</b>	<= 250ms
<b>Intra-Asia</b>	<= 80ms

**\* The measurements for the performance of the Intra-CytaWorld.Net network are separate as the network is considered a separate entity.**

### 6.2.2 Credit

A credit equal to 10% of the monthly charge for the connection on the influenced Customer node will be given to the Customer in cases where Cyta is not able to fulfill the guaranteed quality of Paragraph 6.2.1 above. A credit is not provided in cases where the reason for the quality degradation is an erroneous configuration on equipment for which the Customer is responsible.

It should be noted that the guarantee of the Network Latency applies for normal operation of the International Service Network, it does not apply when a network fault occurs.

## 6.3 Jitter

### 6.3.1 Measurements

Cyta measures Jitter by sending ten (10) test 64-byte ICMP Ping messages every five (5) minutes between predefined main nodes. The result is calculated as the average of all the test packets sent and received in a calendar month as shown in the table below:

Region	Class of Service (CoS)		
	Gold	Silver	Bronze

<b>Intra CytaWorld.Net</b>	<= 15ms	n/a	n/a
<b>Intra-US</b>	<= 15ms	n/a	n/a
<b>Intra-Europe</b>			
<b>Trans-Atlantic</b>			
<b>Trans-Pacific</b>			
<b>Intra-Asia</b>			

### 6.3.2 Credit

A credit equal to 10% of the monthly charge for the connection on the influenced Customer node will be given to the Customer in cases where Cyta is not able to fulfill the guaranteed quality of Paragraph 6.3.1 above. A credit is not provided in cases where the reason for the quality degradation is an erroneous configuration on equipment for which the Customer is responsible.

It should be noted that the guarantee of the Jitter applies for normal operation of the International Service Network, it does not apply when a network fault occurs.

## 7. Service Cancellation

7.1 In case when the Customer decides to cancel the Service before the Ready for Service date the Customer is liable to pay the following when asked:

7.1.1 All the expenses incurred by Cyta due to any charges imposed by third parties due to the cancellation of the order by the Customer and

7.1.2 The installation charges described on the Order Form.

7.2 Where Cyta has not charged the Customer any installation charges or where a discount has been offered, Cyta may at its discretion demand from the Customer any expenses incurred from third parties. The Customer is liable for the payment of these charges.

## 8. Service Changes

8.1 If the Customer decides to modify the Service (eg. change of address, point of presence etc) before the Ready for Service Date the Customer is liable to pay the following when asked:

8.1.1 All expenses incurred by Cyta from the Service changes due to any breach of contractual obligations to third parties and

8.1.2 The installation charges described on the Order Form.

8.2 Whenever the Customer modifies the Service after the Ready for Service Date, Cyta will charge the Customer with the revised installation cost and revised monthly cost which reflects the modified Service and any other expenses charged by third parties for offering the modified Service.

## 9. Technical Support for the International Service Network and the Local Loop in Cyprus

### 9.1 General Terms and Fault Recovery during working hours (7:00-19:00)

9.1.1 The response time is the time period in which the responsible Cyta department will initially investigate the fault to locate the problem and formulate an action plan. This time period is measured from the moment the fault is reported by the Customer up to the first communication by Cyta to inform the Customer of the results of the initial investigation and to coordinate the actions to be followed. The response time is set to 60 minutes.

9.1.2 The recovery time is the time period from the time of fault is reported up to the fault is corrected. The Customer must, when notified by the relevant Cyta department to check that the fault has indeed been corrected and notify Cyta accordingly. The intermediate time up to the confirmation by the Customer is not part of the recovery time. Furthermore, the time during which the Customer and Cyta jointly agree to postpone a fault investigation (eg during weekends) is not part of the recovery time. The recovery time is set to 180 minutes.

9.1.3 Before the fault is reported, the Customer is obliged to investigate fully the possibility the fault is due to a problem in his equipment or internal wiring. When the fault is reported the Customer will have to provide all the relevant information that will be useful for the recovery of the fault such as the circuit number,



contact telephone numbers etc. Faults that occur due to a problem in the Customer equipment will not be recorded and will not be part of the agreement evaluation.

The valid fault reports are those reports filed by authorised Customer employees to the Corporate Customer Technical Support Centre at the number +35722702040, for which the circuit number and the fault description is recorded and a ticket number is provided to the Customer for future reference. In addition, authorised customer employees may report faults to the following e-mail addresses: nsmc@cyta.com.cy, nsmcinternet@cyta.com.cy

## 9.2 Fault Recovery during non-working Hours

Cyta undertakes the following for the recovery of faults during non-working hours (19:00-7:00), holidays and weekends:

- Monitoring of the link by its own Network Management Systems on a 24 hour basis and the immediate intervention in case of fault, and
- A 24hour technical support in case a valid fault report is filed by the Customer at the number +35722702040 or through the following e-mail addresses: nsmc@cyta.com.cy, nsmcinternet@cyta.com.cy.

**In such a case the response time is set to 90 minutes and the recovery time to 360 minutes.**

## 9.3 Fault Recovery Procedure

The main points of the procedure for fault recovery are:

- The responsibility for the technical operation of this SLA lies with the Corporate Customer Technical Support Centre in Nicosia.
- The Customer reports the fault at the Support Centre by calling +357 22702040 or through the following e-mail addresses: nsmc@cyta.com.cy, nsmcinternet@cyta.com.cy, giving the relevant information and description of the fault.
- The Support Centre records the fault and provides a ticket number for the specific report to the Customer.
- The Support Centre responds in line with the agreed response time.
- The fault is traced and attended to internally by Cyta.
- After the fault is corrected, the Customer is informed of the result and investigates whether the Service has indeed been restored.

The Support Centre records:

- The fault report, response and recovery times.
- The fault description and the cause of the fault.
- The Customer contact person that reported the fault as well as the Cyta Technical Staff that took over the investigation of the fault.

On behalf of the Customer, faults are reported by: .....

## 10. Local Loop in countries except Cyprus

A fault for Local Loop provided by an operator in other destination countries is reported at the Support Centre at the number 357 22702040 and through e-mail at nsmc@cyta.com.cy, nsmcinternet@cyta.com.cy, without the term for the recovery time in paragraph 9 being applicable. In this case, the Service Level Agreement given to Cyta by any Local Loop provider in a destination country this will be provided to the Customer as is.

## 11. Escalation List

The fault management procedure with the escalation list is provided in Annex D of this Contract.

## 12. Reporting

The Customer is provided, upon request, with an on-line access for monitoring the utilization of its connections which are connected to the International Service Network. The utilization reports may be viewed via the Web. The reports will be daily, weekly, monthly and annual. The Customer will be provided with a username and password for the on-line access.



### **13. Agreement Evaluation**

The agreement between the Customer and Cyta will be evaluated at the end of each calendar quarter by using the records and data kept by Cyta. The evaluation will be done at the network level based on the parameters mentioned above.

Based on the results of the evaluation, the two parties will be responsible to take the necessary measures to continuously improve the parameters of the Agreement and the service provided by Cyta.

## **APPENDIX D**

### **BusinessConnect**

### **Fault Management Procedure**

**&**

### **Escalation List**

## **Fault Management Procedure for MPLS Based Products**

### **Fault Reporting**

1. Faults will be reported to the Network and Services Management Center by telephone at: **+357 22702040** which operates on a 24 hourX7 basis.
2. In addition faults may be reported by e-mail to the following addresses:

**nsmc@cyta.com.cy**  
**nsmcinternet@cyta.com.cy**

### **Information to be provided by the Customer during Fault Reporting:**

1. customer name and circuit ID
2. contact details of the customer's technical person dealing with the fault (name, telephone number and e-mail)
3. an accurate and complete problem description

### **Fault Resolution**

Following the fault reporting, Cyta's on duty staff, once requested by the customer, will open a trouble ticket. The ticket number will be given to the customer for future reference.

During troubleshooting, the customer will be updated periodically for the progress.

After the fault repair the customer will be notified to confirm the service recovery. If service is confirmed to be restored the trouble ticket will be closed.

If a more detailed report concerning the incident is required, customers based in Cyprus may contact directly their Account Manager whereas customers based outside Cyprus may contact the National & International Wholesale Market Division at the following e-mails:

- **global@cyta.com.cy**
- **constantinos.theophilou@cyta.com.cy**

Customers should send all relevant correspondence regarding the specific incidence, together with the ticket number, if available, to the above e-mail addresses, in order to easily identify the fault and provide feedback as soon as possible.

## Escalation Contacts for MPLS Based Products

If Cyta fails to meet the SLA performance criteria an escalation may be initiated by the customer. There are 3 escalation levels as follows:

Level 0: The Network and Services Management Center where the customer calls for assistance.

Level 1: The Duty Engineer and, if required, the System Engineer responsible in the Network and Services Management Center.

Level 2: The Head of the Network and Services Management Center.

Level 3: The Manager responsible for the Operation and Maintenance of Networks.

Named Contacts are available during Business Hours: 07:30 -14:30 (Local Time), Mon-Fri excluding Public Holidays.

Business Area	Level 0	Level 1	Level 2	Level 3
<b>Operation and Maintenance</b>	<p><b>24x7 Service</b> Network and Services Management Center</p> <p><u>Duty Technician</u> Tel: +357 22702040 e-mail: <a href="mailto:nsmc@cyta.com.cy">nsmc@cyta.com.cy</a> <a href="mailto:nsmcinternet@cyta.com.cy">nsmcinternet@cyta.com.cy</a></p>	<p><u>Duty Engineer</u> Tel: +357 22707708 e-mail: <a href="mailto:nsmc@cyta.com.cy">nsmc@cyta.com.cy</a></p> <p><u>System Engineer</u> Mr. Yiannis Antonoudiou Network and Services Management Center Tel: +357 22701075 Mob: +357 99610157 e-mail: <a href="mailto:yiannis.antonoudiou@cyta.com.cy">yiannis.antonoudiou@cyta.com.cy</a></p>	<p>Mr. Agis Piperides Head Network and Services Management Center Tel: +357 22701223 Mob: +357 99610223 e-mail: <a href="mailto:agis.piperides@cyta.com.cy">agis.piperides@cyta.com.cy</a></p>	<p>Mr. Georgios Malikides Manager Core Networks, Operation and Maintenance Tel: +357 22705650 Mob: +357 99650550 e-mail: <a href="mailto:georgios.malikides@cyta.com.cy">georgios.malikides@cyta.com.cy</a></p>