



**Agreement for the provision of**

**BusinessLink / EthernetLink**  
**(International Private Leased Lines)**

**AN AGREEMENT** made 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 Subscriber").

**WHEREAS** the Subscriber wishes to be provided  
with 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" which form an integral  
part hereof.

**"Cyta"** means Cyprus Telecommunications  
Authority a public corporation established by  
law, Cap 302, as amended.

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

**"Law"** means the Telecommunication  
Service Law, Cap 302, 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 Subscriber's  
obligations provided in this Agreement, Cyta  
shall provide the Service to the Subscriber  
subject to the terms and conditions of this  
Agreement.

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

### **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 month to month until terminated by either party with fifteen (15) days 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 The Subscriber shall pay to Cyta the subscription, charges, connection/disconnection fees of the Service, that are described in Appendix A.

4.2 Cyta may with two (2) months written notice change the charges and the Subscriber shall pay the new charges from the date specified in the notice, unless in the meantime the Agreement is terminated. The Subscriber shall have the right to terminate the Agreement upon expiration of the written notice.

4.3 Cyta shall issue an invoice for the sums due every month and the Subscriber shall pay the bill 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 Subscriber from the date of connection of the Service.

4.5 A Cyta bill or any part thereof not paid by the last day on which it is payable, shall be charged with interest at a rate equal to the Central Bank of Cyprus lending base rate plus 1,5% per annum from the date it was payable, until its full settlement 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 Subscriber within forty-five (45) days from the date of the Agreement, unless otherwise agreed with the Subscriber.

5.2 Cyta shall take all necessary steps to restore the Service or other distortion of the Service as soon as possible.

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

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

## **6. SUBSCRIBER'S OBLIGATIONS**

- 6.1 The Subscriber shall be obliged to:
- 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 provide access and facilities to Cyta's personnel for the installation / connection of the Service or for the repair thereof restoration.
- 6.2 The Subscriber shall use the Service only for his own benefit. The Subscriber is obliged to prohibit the use of the Service for the benefit of others unless the Subscriber is licensed by the Commissioner for Regulation of Telecommunications and Post to provide services to others in which event the Subscriber may use the Service for the purposes and to the extent the licence allows him.
- 6.3 The Subscriber 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 Subscriber shall settle Cyta's invoices on time and shall comply with the conditions of this Agreement.
- 6.5 The Subscriber shall inform Cyta immediately if at any time he abandons the possession of

any premises where a service termination point is located.

## **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 of and are used by, the Subscriber. Cyta reserves the right to terminate the Service if it finds that the Subscriber abandons possession of the premises or that any possession is fictitious and that he intends not to apply this Service condition.
- 7.2 The use of the Service by the Subscriber for the purpose of serving other persons or for the provision of a telecommunication service, with or without consideration, to other persons, 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 Subscriber committed or commits such 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 Subscriber.
- 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 Subscriber'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 such an event Cyta's liability shall be limited to exercising reasonable efforts to restore the Service as soon as possible.

8.2 Subject to the provisions of Appendix A, 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 Subscriber 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 A, 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 Subscriber 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 Subscriber waives and renounces any representation or warranty not provided in the present Agreement and the Subscriber 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 forwith.

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 Subscriber, if the Subscriber 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 forwith if the Subscriber 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 Subscriber 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. ASSIGNMENT**

11.1 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.

11.2 Notwithstanding 11.1 above, Cyta shall be entitled without the prior written consent of the Subscriber 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. AMENDMENTS**

This Agreement may be amended only upon written Agreement between the parties.

## **13. ENTIRE AGREEMENT**

13.1 This Agreement along with the preamble and the Appendices attached hereto represents the entire understanding and agreement of the parties hereto and no promises, representations, terms, conditions and obligations shall apply whatsoever, whether in writing or express or implied, except those contained in this Agreement.

13.2 This Agreement replaces all previous agreements, representations, undertakings, understandings, promises or assurances between the parties hereto, which are hereby cancelled.

## **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. 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.

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 Subscriber**

Signature:.....

Name: .....

Date: .....

Cyprus stamp duties paid



## Annex A

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

**International Private Leased Circuit (IPLC)** shall mean the telecommunications facilities which provide for transparent transmission capacity between two network points, one located in Cyprus and the other one in a foreign country, and which do not include on demand switching (switching functions that the user can control as part as the IPLC provision).

**BusinessLink:** shall mean Cyta' s provided portion of the IPLC i.e the segment between the terminating network point in Cyprus and the network point B using SDH / TDM technology as described in Table 2.

**EthernetLink:** shall mean Cyta' s provided portion of the IPLC i.e the segment between the terminating network point in Cyprus and the network point B using Ethernet over SDH technonolgy as described in Table 2.

**Telecommunication service** shall mean the provision of the BusinessLink or EthernetLink having the characteristics and charges shown in Table 2 and Table 3 respectively.

**Commitment period of the Subscriber** shall mean the minimum time period shown in Table 2 for which the Subscriber commits to secure the Telecommunication Service. This period commences from the date of the installation of the Service as indicated on the Works Order form signed by the Subscriber' s representative or the date of the signing of the Agreement, whichever of the two is most recent.

## 2. TERMS OF THE SERVICE

- 2.1 Any amendment of the Service characteristics as described in Table 2 after a Subscriber's request shall result, in the termination of this Agreement.
- 2.2 In the event of the termination of the Service or amendment of its characteristics before the end of the commitment period of the Subscriber, after a Subscriber request, the Subscriber shall be liable to pay the "Agreement termination fee" as described in Table 3.
- 2.3 The Subscriber will be charged and pay to Cyta in addition to the charges and other fees described in Table 3, the corresponding VAT calculated according to the current rate and any other indirect tax imposed or to be imposed in the future.

### 3. DISCOUNT FOR TEMPORARY INTERRUPTION OF SERVICE

- 3.1 "Temporary Interruption of Service" shall mean the interruption of Service for a continuous period of more than one hour due to transmission systems fault, which support the Service and are owned or are under Cyta's control, provided that such fault has not been caused directly or indirectly by the Subscriber's negligence or neglect. The temporary interruption of Service does not include interruptions due to Cyta's scheduled or regular maintenance services whereby the Subscriber is given one week written notice. In such a case, the Subscriber has the right to a discount in accordance with the provisions below.
- 3.2 For the provision of a discount the following are required:
- 3.2.1 Prompt notice of the Subscriber to Cyta for the interruption of the Service followed by acknowledgement of the interruption by Cyta. The time quoted in Subscriber's notice is considered as the beginning of the interruption.
- 3.2.2 The submission of a written application by the Subscriber to Cyta for compensation within thirty (30) Calendar days from the date of the Subscriber's notice of the interruption of Service.
- 3.3 The amount of discount provided for every hour of initial interruption is being equal to 1/24 of the daily subscription for every hour or fraction of at least thirty (30) minutes above the initial period of interruption of discount is provided equal to the 1/24 of the daily subscription. The daily subscription is equal to 1/30 of the monthly subscription.
- 3.4 Cyta shall not be liable to the Subscriber for any losses connected with the use of the other telecommunication services e.g. ISDN or for any losses suffered by the Subscriber during the interruption of the Service.
- 3.5 No discount will be provided for the events referred to in clause 8 (Limitation of Liability) of this Agreement.
- 3.6 The total maximum liability of Cyta in the event of the Service interruption shall be limited to amount as set out in term 3.3 above.
- 3.7 The Subscriber shall be entitled to terminate this Agreement with one month written notice without being liable to disconnection fee if during a month the Service is interrupted temporarily, due to Cyta's fault the total time of which is more than ten (10) hours.

<b>Table 1. Subscriber details</b>			
Name:	.....		
Address:	.....		
Commercial Contact:	Name: .....	Phone:	.....
	Email: .....		
Technical Contact:	Name: .....	Phone:	.....
	Email: .....		
Billing Contact:	Name: .....	Phone:	.....
	Email: .....		
Billing Address:	.....		

<b>Table 2. Service Characteristics</b>		
Service Type:	BusinessLink / EthernetLink ..... between termination Points A and B	
Interface:	.....	
Commitment Period:	.....	
Requested delivery date:	.....	Committed delivery date: 8 weeks after the signing of agreement
Termination Network Point A	Termination Network Point B	
.....	Company name	.....
.....	Address	.....
.....	City	.....
.....	Country	.....
.....	Contact Person	.....
.....	Phone	.....
.....	Email	.....

<b>Table 3. Service Charges</b>	
Monthly Subscription:	..... Euro
Installation Charge:	..... Euro
<b>Agreement Termination fee:</b>	
The 'Agreement termination fee' shall be equal to .....% of Cyta's charges corresponding to the period remaining until the end of the Subscriber's commitment period.	
The Subscriber shall not be liable to pay the Agreement Termination fee in case the Service speed is upgraded, provided that the Subscriber renews the commitment period for at least one year.	