

**GENERAL CONDITIONS  
FOR BUSINESS CUSTOMERS OF BLIZU MEDIA AND BROADBAND EAD**

The present General Conditions shall be applied only and solely to the Business Clients of **THE OPERATOR**. The Business Client within the meaning of these General Conditions shall mean a juridical person being in trade relations with **THE OPERATOR** and who uses an electronic-communication Service under the Contract signed between the Parties.

**I. DEFINITIONS**

The terms stated below and applied to this Contract shall have the following meanings:

1. **Service** means an electronic communication service provided by **THE OPERATOR**, by which Radio- and TV-signals and/or Voice telephony connectivity shall be provided via Ethernet interface and/or connectivity via SDH or PDH-interface from **THE OPERATOR** to **THE CUSTOMER** on the basis of certain information capacity. The exact parameters of the Service are given in the Contract.
2. **Optical media** means an optical physical route which connects the access point of the Client with the OPERATOR's network via Ethernet technology.
3. **Copper media** means a physical infrastructure which connects the access point of the Client with the OPERATOR's network via DOCSIS technology and by a coaxial cable or Ethernet (LAN) technology and a stranded cable as per the technical opportunities of **THE OPERATOR**.
4. **Operator** – An enterprise which provides in a trade manner public electronic communication networks and/or services.
5. **Access point** means a physical place (address) determined by **THE OPERATOR** at which the access to the Service is provided.
6. **Local connectivity** means the link between the point of **THE CUSTOMER** and the access point of **THE OPERATOR** through which the Service reaches **THE CUSTOMER**.
7. **Internet** means two or more networks connected between them via routers and/or switching devices, thus ensuring the data routing between the different networks on the basis of TCP/IP protocol.
8. **Local Internet** means Internet traffic realized between the Internet-providers in Bulgaria by which **THE OPERATOR** has agreements for local traffic exchanging.
9. **International Internet** means the whole Internet traffic not specified as Local Internet.
10. **Internet (no splitting by traffic types)** is the whole Internet traffic to the world Internet space (world wide web).
11. **MAN** (Metropolitan Area Network) means an optical settlement media.
12. **MAN port** means a point of provision of optical connectivity via MAN.
13. **VLAN** (Virtual Local Area Network) means a close virtual channel for capacity transfer configured in the MAN **THE OPERATOR's** network.
14. **Voice telephony service** means a public telephony service for realization of telephone calls by stationary end points of the public electronic communication network through real time voice and audio transfer.
15. **Analog Television Service (ATV)** means a television signal broadcasted via telecommunication network under PAL television standard.
16. **Digital Television Service (DTV)** means a television signal broadcasted via telecommunication network under DVB-C, MPEG-2 and MPEG4 standards.
17. **HDTV (High resolution television service)** means a television signal broadcasted via telecommunication network under DVB-C, MPEG-2 and MPEG4 standards with a resolution of 1080i or 720p rows and a format of 16 by 9.
18. **VPN Port** means an access Point of the **THE OPERATOR'S** network with a specified information capacity and a physical location, belonging to VPN.
19. **Central VPN Port** means a port which can exchange data with all the remaining VPN Ports.
20. **Terminal VPN Port** is a port which can exchange data only with the Central VPN Port. One VPN shall be built by the Central VPN Port and the Terminal VPN Port, at minimum. **THE CUSTOMER** is obliged to observe the following parameters of the configured Ethernet interface (VPN Port) for VPN of type "Layer 2":
  - 20.1. Maximum size of Ethernet frame transferred via the network – 1518 bytes (including FCS - frame check sequence) with standard Ethernet port (access) and 1522 bytes (including FCS) with configuration of the port under protocol IEEE802.1, (trunk);
  - 20.2. Maximum number of MAC addresses of VLAN for connection to the network – 5 nos.;
  - 20.3. Maximum number of broadcast packages of VLAN per second – 20;
  - 20.4. If otherwise is not stated in the provider's network, the transfer of 802.1QinQ packages shall not be available;
  - 20.5. For the proper operation of the Service, the equipment of **THE CUSTOMER** shall allow acceptance for a number of VLAN of all the values from 1 to 4095;
21. **Check hosts** mean the following preliminary specified Internet addresses: www.blizoo.bg, www.ripe.net

**For THE OPERATOR:**

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## 22. Termination of the Service

22.1. **Termination of the Service provided via an optical media** shall be at hand in the cases when the Service has not been provided by a period of more than 4 (four) hours. The period of termination shall be measured as from the moment at which the **THE CUSTOMER** has notified **THE OPERATOR** about such termination to the moment of restoration of the Service.

22.2. **Termination of the Service provided via a copper media** shall be at hand in the cases when the Service has not been provided for a period of more than 8 (eight) hours. The period of termination shall be measured as from the moment at which the **THE CUSTOMER** has notified **THE OPERATOR** about such termination to the moment of restoration of the Service.

23. **As Termination of the Service shall not be considered** a termination which directly or indirectly owed to:

- a) the regular or any extraordinary tests conducted on the part of **THE OPERATOR**;
- b) the non-performance of any of the contractual obligations on the part of **THE CUSTOMER**;
- c) the defects, faults of the equipment or other conditions ensured by **THE CUSTOMER**;
- d) for the time when **THE CUSTOMER** has hail to provide an access to the Equipment related to the Service;
- e) the electric power supply failures.
- f) the lack of knowledge or incompetence on the part of **THE CUSTOMER** for using the Service.
- g) in the cases when the Internet traffic of **THE CUSTOMER** threatens the proper functioning of the network of **THE OPERATOR** (Flood, DoS) and **THE OPERATOR** has ceased to provide the Internet services to this **CUSTOMER**.

24. **Guaranteed capacity (for services under art. 7, 8, 9) over optical media** – the capacity is not considered guaranteed at a moment at which the following four conditions are being simultaneously met:

24.1. **THE CUSTOMER** loads less than 95% of the agreed with **THE OPERATOR** capacity.

24.2. In sending 200 ping packages with a length of 100 bytes and at intervals between the consecutive packages of 200 ms via the router of **THE CUSTOMER** to the check hosts there are 2 (Two) or more packages to each of the Check hosts lost.

24.3. The clauses under Art. 24.1 and Art. 24.2 are met within 60 (Sixty) consequent minutes upon the notification of **THE OPERATOR**.

24.4. Termination of the Service is not at hand.

25. **Fault** – Technical fault of local nature resulting in the quality deterioration or in complete lack of the Service and which affects not more than one **CUSTOMER** or one floor from the given residential building.

26. **Failure** – considerable failure resulting in deteriorating the normal functioning of the cable network and which affects more than one **CUSTOMER** or one floor from the given residential building.

27. **Credit limit** – means the volume of the monthly consumption of the voice telephony service in levs as specified by the Contract, where upon reaching it **THE OPERATOR** has the right to stop providing the Service and to request from **THE CUSTOMER** to pay a guarantee deposit in order that the provision of the Service to be continued.

28. **Contract** – Individual contract between **THE OPERATOR** and **THE CUSTOMER** and the present General Conditions hereto.

29. **Notification** – each of the parties hereof shall be considered to be duly notified if the warnings, notifications, prior notices, letters, etc. are made in the manner stated in Art. 5 of the Contract.

30. **Termination of international calls** – termination to an end point of mobile/fix telephone network of undertaking that provides public electronic communications in Bulgaria of incoming calls from the network of the OPEARATOR, generated beyond the territory of Bulgaria.

## II. THE RIGHTS AND THE OBLIGATIONS OF THE PARTIES

1. **THE OPERATOR** is obliged to:

1.1. Connect **THE CUSTOMER** to the access points of **THE OPERATOR**'s network upon the request made by **THE CUSTOMER**.

1.2. Provide technical and organizational support to the Service for 24 (Twenty four) hours a day, for 7 (Seven) days a week.

1.3. To eliminate the faults and failures for the clients who are using the services via an optical media for the term specified in Art.3.6.1 of the Contract from the moment of notification about the occurrence of the respective fault or failure. If the notification is made during the off-hours or in the holidays, the terms then start expiring as from the beginning of the next workday.

1.4. Eliminate the faults and the failures for the clients who are using the services via a copper media for the term specified in Art.3.6.2 of the Contract from the moment of notification about the occurrence of the respective fault or failure. If the notification is made during the off-hours or in the holidays, the terms start expiring as from the beginning of the next work day.

1.5. Not to disclose before any third persons any information about **THE CUSTOMER** and its activity without his/her consent, expect for in the cases when **THE OPERATOR** is obliged to disclose such information upon the legal request made on the part of the respective competent state authorities.

2. **THE OPERATOR** has the right to:

2.1. Receive the remuneration due by **THE CUSTOMER** for the Service provided by **THE OPERATOR**.

2.2. Make prophylactic of the technical means being a property by **THE OPERATOR** once a month for not more than two hours upon the due Notification made to **THE CUSTOMER** at least 24 (Twenty four) hours in advance. For the time of prophylactic, the quality of the Service can be possibly deteriorated for which **THE OPERATOR** shall not be responsible.

2.3. Check, when necessary, the connectivity and the condition of the facilities being a property of **THE OPERATOR** and located in the premises of **THE CUSTOMER**.

**For THE OPERATOR:**

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**For THE CUSTOMER:**

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2.4. Restrict the access to the Service or terminate the Contract in case he has sufficient grounds to consider that **THE CUSTOMER** re-sells the Service or provides illegal access to the Service to any third persons without the consent of **THE OPERATOR**.

2.5. Enter unilaterally changes in the conditions of provision of the Service to **THE CUSTOMER** without bearing any responsibility towards them when it is required for the national defense and security purposes, as well as in case of natural disasters or failures.

2.6. Authorize in writing third persons to realize calls and to sent communications or e-mail messages for the purposes of direct marketing and advertisement of the services being provided by **THE OPERATOR**.

2.7. Collect, process, use and store the following data:

- data related to **THE CUSTOMER**, including: Certificate of Actual Status, UEC/BULSTAT and Tax Number, seat and address of management of the Company, identification details of the MRP, etc.;
- power of attorney when the Contract is not concluded by the Manager of the juridical person;
- rental contract or written declaration on the part of the Lessor about his authorization for using the Service by **THE CUSTOMER** in the cases when the Service is being provided at the real estate being taken on rent by the holder under this Contract;
- the number of the end CUSTOMER calling and the number of the end CUSTOMER being called; the number of the card when cards for electronic payment are used;
- location of the mobile end CUSTOMER when Mobile end devices are being used;
- beginning, duration and end of the call, determined by date and time, the volume of the data transferred when required for charging purposes;
- type of the electronic communication service used by the end CUSTOMER;
- points of interconnection in the realization of the call, the beginning and the end of their use;
- data required for the price formation of the calls such as the type of connection and the time and the territory zones;
- type of the facilities and of the devices used;
- amounts due for the Service used for the respective period and the information related to the manner of its payment as selected by **THE CUSTOMER**;

2.8. Enter free-of-charge the names, the addresses and the numbers of the telephone posts of **THE CUSTOMER** in the telephone directory as published by **THE OPERATOR**.

3. **THE CUSTOMER** is obliged:

3.1.1 To ensure access for the teams in charge for the realization of the subject of the Contract of the OPERATOR to the building, in which the Service is agreed to be provided. **THE CUSTOMER** shall ensure the written consent given by the floor ownership or by the owner of the building for the access to the common parts of the building, when at such premises cables should be laid by **THE OPERATOR** or the equipment needed for provision of the Service should be mounted. When required, **THE CUSTOMER** shall ensure his representative who will provide the access for the teams in charge for the realization of the subject of this Contract of **THE OPERATOR**.

3.1.2 Ensure, at his expense, and maintain in proper working order the technical means required for the use of the Service, which shall be approved and permitted in view of their connecting to the public electronic-communication networks in compliance with the requirements of the effective laws.

3.2. Use the Services provided as per its designation and in compliance with the provisions of the Contract. **THE CUSTOMER** shall observe the technical instructions given by **THE OPERATOR** in view of the proper use of the technical means for obtainment of the required access to the Service.

3.3. Observe all norms of effective laws, as well as all bans and restrictions imposed by the effective laws, as well as all bans and restrictions imposed by the competent state authorities related to the use or the sale of the Service, including he shall obtain the required permits when such are obligatory.

3.4. Provide, at his expense, during the time of effect of the Contract the appropriate and reliable conditions and assistance for the proper work of **THE OPERATOR**, as well as the required electricity and technical possibility for provision of the Service. In relation to the performance of the Contract, **THE CUSTOMER** shall make the installation, support, repair and dismantling of the equipment as provided by **THE OPERATOR**, and the equipment as provided by him shall be described in details in the related Protocol of acceptance-handing over signed by both Parties, which Protocol of acceptance-handing over shall be considered an integral part of the Contract ("**Protocol of acceptance – handing over**").

3.5. Notify in due time **THE OPERATOR** about the faults established or about deterioration of the quality of the Service, and when required, he shall ensure to the specialists of **THE OPERATOR** the required access to the premise in which the end devices are located in view of inspecting their proper functioning. In the cases when **THE CUSTOMER** has not ensured the required access to these premises, **THE OPERATOR** shall not be responsible for nonperformance of his obligations with respect to the installation, support or elimination of the Faults or Failures of the Equipment.

3.6. Pay the sums due under the Contract for provision of the Service on the part of **THE OPERATOR** under the conditions and within the terms specified in the Contract.

3.7. Accept the Service through signing a Protocol of findings which shall become an integral part of the Contract upon the successful installation and provision of the Service. In case **THE CUSTOMER** refuses unreasonably to sign the Protocol of findings, this protocol shall be considered signed at the date of its issuing.

3.8. Not to terminate or interrupt, wholly or partially, the Service as described in the Contract. In case **THE CUSTOMER** terminates or interrupts partially the Service, he shall pay the remuneration as per the amount agreed for the whole Service rendering.

3.9. Not to make by himself or through any third persons whatsoever modification of the end devices, as well as of the adjacent and the common parts of the network, or to deteriorate its integrity and he shall not install any additional technical devices and/or television points and/or subscription contacts

**For THE OPERATOR:**

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**For THE CUSTOMER:**

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– by himself or through any third persons, as well as he shall not change the way of connectivity to the network;

3.10. Not to provide any illegal use of the Service to any third persons;

3.11. Ensure the required assistance to **THE OPERATOR** for realization of control of the legal manner of use of the Service and of performance of his obligations under the Contract. The control shall be exercised by the employees of **THE OPERATOR**;

3.12. Disconnect his receiver and/or the end device from the mains as well as the coaxial cable of the cable television in the events of thunder storms or other natural calamities;

3.13. Meet the below stated requirements to the necessary technical equipment and the operating system:

- personal computer with Ethernet interface (network card) or free USB port;
- operating system ensuring the proper functioning of the Service – built not earlier than in 1998 ;
- operating memory - 64 MB, at minimum;
- processor - 600 MHz, at minimum;
- hard disc - 2GB, at minimum;

3.14 Not to change the configuration of the modem and of the software programs as installed by specialists of **THE OPERATOR**;

3.15 Not to distribute a big number of messages of trade or advertisement nature (Spam messages) and not to allow any third parties to make similar actions;

3.16 Not to perform or allow the performance of any artificial generation of outgoing telephone traffic through the use of the Service;

3.17 Not to distribute to any third persons his own parameters for the use of the system, as well as not to provide to any third persons the equipment as provided to him by **THE OPERATOR**;

3.18 Not to distribute any other signals along the network;

3.19 Timely notify **THE OPERATOR** about any damages established or about other problems related to the Equipment which may make difficult or hinder the normal use of the Service;

3.20 Pay the costs for the dismantling of the network and the Equipment upon the unilateral termination of the Contract on the part of **THE CUSTOMER**;

3.21 Not to give doubtful warnings about any faults or failures. In case of repeated violation (more than three times per year) of this obligation on the part of **THE CUSTOMER**, he shall pay to **THE OPERATOR** a penalty at the amount of 100 (one hundred) leva for each doubtful warning signal given by him.

3.22 Not to use the telephone numbers /telephone service provided for termination of international calls to the mobile/fixed networks in Bulgaria.

3.23 Not to perform or allow the performance of generation, termination or transit of traffic from/to/in the network of **THE OPERATOR** for making profit for **THE CUSTOMER** or for other individual, different from **THE OPERATOR**.

3.24 Not to perform or allow the performance of actions for the purpose of initiation of calls and making calls in a way that violates the rights and the interests of **THE OPERATOR**.

4. **THE CUSTOMER** has the right to:

4.1. Receive the Service at the quality as agreed under the Contract.

4.2. Keep track at any moment of the day of the interfaces of the routers of **THE OPERATOR** to which the end devices of **THE CUSTOMER** are connected for use of the Service.

4.3. Notify **THE OPERATOR** about any problems related to the use of the Service. The Notification under this article shall obligatorily contain the following information at minimum: The name of **THE CUSTOMER**, the exact address of the place of establishment of the problem and the telephone for contact (better a mobile telephone number should be provided).

### III. THE PRICES AND THE MODE OF PAYMENT

1. **THE CUSTOMER** is obliged to pay the remuneration for the Service as provided by **THE OPERATOR** as per the prices of **THE OPERATOR**, stated in Art.2 of the Contract, together with the VAT due, namely:

- a) one-off (installation) fee for configuration of the Service - in the fee as stated in the Contract the due VAT is not included (“**Installation fee**”);
- b) one-off fee in case of changing the address at which the Service is being used, which one-off fee is equal to the amount of the expenses for construction of the network to the new address and for installation at the new address.
- c) monthly fee, which includes the subscription fee for the provision of the Service - in the fee as stated in the Contract the due VAT is not included (“**Monthly fee**”);
- d) the price of the additionally generated traffic when the access to Internet is limited by traffic;
- e) one-off fee for the telephone calls as realized;
- f) the price for making calls as per Appendix to the Contract – Tariff Plans.

2. The agreed prices can be increased only upon the mutual written agreement between the Parties.

3. **THE OPERATOR** can deduct all the sums due by **THE CUSTOMER** against the obligations of **THE CUSTOMER** to **THE OPERATOR**.

4. Payment of the installation fee and the of first monthly fee, together with the due VAT, shall be made within 5 (Five) days as from the date of signing of the present Contract.

5. As an initial date of provision of the Service, the date of signing of the Protocol of findings shall be considered.

**For THE OPERATOR:**

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6. If no Protocol of findings has been signed within the term under Art.3.5.1 or Art. 3.5.2, upon the signing of the Contract between **THE OPERATOR** and **THE CUSTOMER**, if **THE CUSTOMER** has ensured the required access for realization of the installation works and if he has performed all the remaining contractual obligations, each Party hereof has the right to unilaterally terminate the Contract, unless the Service has been already being provided. In this case for an initial date of provision of the Service shall be considered the date on which **THE CUSTOMER** has received the service for the first time. If this date cannot be undoubtedly established, as an initial date of the Service shall be considered the date of conclusion of the Contract.

7. If through the fault of **THE OPERATOR** the Service has not been provided within the term stated in Art. 3.5.1 or Art.3.5.2, **THE OPERATOR** shall refund to **THE CUSTOMER** the installation fee and the monthly fee and shall pay a penalty at the amount of the legal interest for the time of delay, but not more than 10% (ten percent) of the amount received from **THE CUSTOMER**.

8. For the first and the last month of the term the Contract, for which the Service has been delivered on a partial base (non-complete calendar month), the monthly subscription fees shall be calculated and paid on the basis of the days during which the Service has been provided to the total number of the days of the respective month.

9. The monthly subscription fee, together with the VAT due, shall be paid in advance within a period not later than the 10-th day of the month the Service is provided, as well as the additionally generated traffic and the price of the voice telephony calls made after the full volume of the service has been used, within a term not later than the 10<sup>th</sup> day of the month subsequent to the month during which the Service has been provided.

10. All the obligations shall be paid to the bank account of **THE OPERATOR** as stated in Art. 6 of the Contract or when paid in cash – then to the address stated in Art.6 of the Contract.

11. All the obligations for payment of the sums determined in a foreign currency shall be paid in levs as per the central exchange rate of the Bulgarian National Bank at the date of payment.

12. **THE OPERATOR** shall issue a tax invoice which shall be prepared and shall be sent 5 (Five) workdays before the due date of the respective payment. The invoice shall be sent with an advice of delivery to the address as stated in Art. 6 of the Contract by **THE CUSTOMER**. The non-receiving of the respective invoice shall not be considered a ground for refusal of payment on the part of **THE CUSTOMER**.

13. The payment is considered to be made at the date when the amount has reached the bank account of **THE OPERATOR**, when it is made by bank transfer. All the commissions fees, taxes and other charges made in relation with the bank transfer shall be born by **THE CUSTOMER**. In case of cash payments, it shall be considered made at the date at which the amount is received at the cash-desk of **THE OPERATOR**.

#### IV. THE CREDIT LIMIT

1. **THE OPERATOR** has the right to determine the Credit limit within which **THE CUSTOMER** has the possibility to use the Service of **THE OPERATOR** via the network without the need of paying a guarantee deposit. The amount of the credit limit of the Service is determined by the Contract.

2. In case the Credit limit has been exceeded, **THE OPERATOR** has the right to cease the access of **THE CUSTOMER** to the Service. The restoration of the operation of the Service shall be realized upon the implementation of the obligations stated in Art.4.

3. **THE OPERATOR** will notify **THE CUSTOMER** in the cases when the latter has exceeded the Credit limit as specified.

4. Upon the receipt of the Notification under the preceding article, **THE CUSTOMER** is obliged to pay a guarantee deposit ensuring the payment of the amount that exceeds the Credit limit or he is obliged to pay for the amount used until that moment within 3 (Three) day period as from the date of the Notification.

5. In case of any non-performance of the obligations under Art.4, **THE OPERATOR** has the right to terminate the Contract and to request the payment of the amounts due.

6. The credit limit is updated at regular intervals by decision of **THE OPERATOR**.

#### V. THE OWNERSHIP, USE, REPAIR AND CARE FOR THE EQUIPMENT

1. Upon the signing of the Contract between **THE OPERATOR** and **THE CUSTOMER**, no rights of ownership or limited real rights on the equipment as provided by **THE OPERATOR** shall be established or assigned, including the electronic communication network containing the optical and other cables and routes as used for transferring the signal and data to the equipment (“**Equipment**”). During the whole period of effect of the Contract, the Equipment as provided shall become an exclusive property of **THE OPERATOR**, irrespective of the manner of its fastening in the premises of **THE CUSTOMER**, and **THE CUSTOMER** is obliged not to dispose of this equipment, and he shall not give it for use in whatsoever way to third persons, or to mortgage or to establish any other burdens on the Equipment, and he shall protect the equipment from any encroachments and claims on the part of any third persons. **THE CUSTOMER** has not the right to make claims or to exercise the right of arrest or to make deductions with respect to his collections against **THE OPERATOR** by using the Equipment, except for in the cases when **THE OPERATOR** is due to pay sums under the Contract as a result of due penalties and /or damages caused as to the moment of termination of the Contract.

2. **THE CUSTOMER** is obliged at his expense to ensure the required premises, electricity, air-conditioning and other conditions needed for the proper operation of the Equipment. **THE CUSTOMER** is responsible for the safe operation of the Equipment after its installation. **THE CUSTOMER** is obliged to observe all the instructions given by **THE OPERATOR** in relation to the preservation and the use of the Equipment, and if such are not given, he should take for the Equipment at least the care as if it is his own equipment.

3. All the damages caused to the Equipment as a result of any improper use, whatsoever accidental events, irresistible force, thefts or encroachments

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**For THE CUSTOMER:**

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on the part of the employees of **THE CUSTOMER** or of third persons, shall be remedied at the expense of **THE CUSTOMER**. The insurance of the Equipment against certain risks shall be ensured on behalf and at the expense of **THE CUSTOMER**, only upon his explicit request.

4. **THE CUSTOMER** has not the right to repair by himself, to replace, to move or in any other way to modify whatsoever part of the Equipment without the prior written consent given by **THE OPERATOR**.

5. If **THE CUSTOMER** has failed to perform his obligations under the preceding Art.4 or if he has allowed to any third party to perform any of the above-stated actions without the prior written consent of **THE OPERATOR**, **THE CUSTOMER** is obliged to pay to **THE OPERATOR** all the consequent damages, including to replace the Equipment.

6. In case of termination or deterioration of the quality of the Service, caused for any of the above reasons, **THE CUSTOMER** shall have not the right to whatsoever indemnification.

7. In terminating the Contract, irrespective of the reason for that, within 3 (Three) days from such termination **THE CUSTOMER** is obliged to return back the Equipment to **THE OPERATOR**. If **THE CUSTOMER** fails to return back the Equipment within the specified term, **THE OPERATOR** has the right to clear the Equipment, where while **THE OPERATOR** organizes its clearance, **THE CUSTOMER** is obliged to undertake all the required measures for its preservation, as well as he is obliged to take for the Equipment at least the care as if it is his own property.

8. In case of any damage and/or loss of the Equipment established during the effect of the Contract and/or in its taking by **THE OPERATOR**, **THE CUSTOMER** shall pay to **THE OPERATOR** a penalty at the amount of the damaged Equipment. The penalty does not deprive **THE OPERATOR** from the opportunity to seek also identification at a higher amount for elimination of the damages. The amount of the indemnification under the preceding sentence shall be determined by **THE OPERATOR** depending on the costs as incurred for setting the equipment in proper working order.

9. By signing this Contract in the cases when **THE CUSTOMER** is the owner of the land, it is considered that the gratuitous rights of passing the real property shall be conceded in favor of **THE OPERATOR** for the term of the effect of the present Contract.

#### VI. THE LIABILITY. NONPERFORMANCE. RIGHTS UPON NONPERFORMANCE

1. **THE OPERATOR** shall pay to **THE CUSTOMER** a penalty as per Art. 4 of the Contract. The penalties as per Art.4.1 of the Contract shall be applied for each day in which it is established at least 1 (one) case of termination or the Guaranteed capacity is not provided in the cases when the Service is provided via an optical media. The terminations and the lack of the guaranteed capacity shall be established upon Notification given to **THE OPERATOR** and by signing a protocol of findings.

2. **THE CUSTOMER** has not the right to receive a penalty from **THE OPERATOR** in the following cases:

2.1. When **THE CUSTOMER** has not declared in writing his request for the penalty within a seven-day period as from the date of occurrence of the event being a reason for the claim for such penalty.

2.2. When **THE OPERATOR** conducts regular or incident tests for which **THE CUSTOMER** has been notified in advance.

2.3. When **THE CUSTOMER** has not performed any of his obligations under this Contract.

2.4. Due to any failure or improper work of any equipment and of the facilities connected with him and provided by **THE CUSTOMER**.

2.5. For the time during which **THE CUSTOMER** has not ensured access for **THE OPERATOR** to the equipment related to the Service.

2.6. Due to interruption of the electric power supply of the regional or the national electric grid.

3. **THE OPERATOR** shall not bear any responsibility for:

3.1. Lack of knowledge and incapability on the part of **THE CUSTOMER** to use the Service.

3.2. Claims of any third persons to **THE CUSTOMER** in relation or on the occasion of the use of the Service.

3.3. Failures of the connection lines beyond the control of **THE OPERATOR** or deterioration of the working capacity of the software-technical means of other Internet operators, which has made impossible the provision of the Service.

3.4. The content of the information transferred via the Service.

3.5. On the condition that a penalty is due by **THE OPERATOR** under this section to **THE CUSTOMER**, the latter has the right to make deduction from the sum due by **THE CUSTOMER** for the subsequent monthly subscription fee upon the prior written notice given to **THE CUSTOMER**.

4. In case of delay of the payments due under the Contract on the part of **THE CUSTOMER**, he shall pay to **THE OPERATOR** a penalty in the amount of 0.5 % of the delayed amount for each delayed day.

5.1 **THE OPERATOR** has the right to undertake termination or restriction of the technical parameters of the Service provided in case that **THE CUSTOMER** delays to perform his monetary obligation for more then 5 (five) days, uses the Service in violation of the regulations of the effective Bulgarian laws, applicable law, norms of moral or Internet ethic or violates other essential obligations under the Contract.

5.2 For application of these measures **THE OPERATOR** will, but is not obliged to send, a 24-hour notice, requesting such violation to be eliminated. The application of the stated sanctions shall not release **THE CUSTOMER** from his obligations to pay the remuneration due.

6. In case of infringement of the obligation as per art. 3.22 of the General terms, **THE CUSTOMER** shall pay **THE OPERATOR** a penalty in the amount of 10000 (ten thousands) levs (BGN) and the total amount of the monthly fees as per 2.2 of the Contract from the moment of finding of the infringement to end of the term as per 3.1 or 3.2 of the Contract, and **THE OPERATOR** shall entitled to terminated the Contract without notification.

7. In case of infringement of the obligation as per art. 3.1.1 of the General terms, **THE CUSTOMER** shall pay **THE OPERATOR** a penalty in the amount of the monthly fees as per 2.2 of the Contract multiplied by the term as per 3.1 of the Contract.

8. **THE CUSTOMER** shall be liable for the damages caused to **THE OPERATOR**, being a direct or an indirect consequence from the non-performance of their obligations under the Contract and for the damaged caused to **THE OPERATOR** in case of any illegal use of the Service in a

**For THE OPERATOR:**

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Name  
Position

**For THE CUSTOMER:**

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Name  
Position

manner which makes difficult or hinders the normal operation of the other **CUSTOMERS** or causes damages to them.

## VII. TERM OF THE CONTRACT AND TERMINATION

1. The Contract is concluded for a term as per Art. 3 of the Individual contract and it becomes effective as from the moment of its signing. In the Contract are stated the identification data related to **THE OPERATOR** and **THE CUSTOMER**, the Service being provided to **THE CUSTOMER**, the term of use of the Service, the prices, the penalties, the correspondence address and the contact persons of the parties hereof, the addresses of use of the Service, as well as other data. In entering the Contract, **THE OPERATOR** has the right to request any other documents related to the provision of the Service as per the Electronic Communications Act in view of the application of certain rights, evidential circumstances when required in view of the characteristics of the Service as used, as well as for the purposes of determining the individual credit limit of **THE CUSTOMER**.

2. By the expiration of the Initial term as per Art.3.1. of the Contract, and in case neither of the Parties hereof has sent to the other Party a notification for its termination as per the term under Art.3.3 of the Contract, the Contract shall be considered automatically extended under the same conditions for a new term as per Art. 3.2 of the Contract.

3. The regulation under the preceding article shall be repeatedly applied.

4. The term of provision of the Service to **THE CUSTOMER** is determined as per Art. 3.1 of the Contract and it starts expiring as from the moment of activation of the Service and the tests as envisaged under Art. 3.7. of paragraph II of the present General Conditions, including the signing of the Protocol of findings.

5. If the expiration of the Initial term under Art.3.1 of the Contract does not coincide with the expiration of the term for provision of the Service under the preceding Art. 4 of the present paragraph, it is considered that the Initial term of the Contract is extended until the moment of expiration of the term under the preceding Art. 4 of the present paragraph.

6. The Contract has an obligatory initial term under Art.3.1 of the Contract and can be terminated before the expiration of the Initial term or of the subsequent term in the following cases:

6.1. By the written mutual consent of the Parties.

6.2. By **THE OPERATOR** upon the written notification given as per Art.3.3 of the Contract.

6.3. By **THE CUSTOMER** upon the written notification given as per Art.3.3 of the Contract. In this case **THE CUSTOMER** is obliged to pay to **THE OPERATOR** a penalty at the amount of the sum of the monthly fees as per Art.2.2 of the Contract due as considered from the moment of termination of the Contract until the expiration of the term agreed under Art. 3.1 or under art. 3.2 of the Contract, respectively.

6.4. By either of the parties, upon the written notification, in case of any occurrence of objective impossibility (irresistible force or accidental event) for performance of the contractual obligations as undertaken for more than a month.

6.5. By either of the parties, upon the written notification, in case of any actions or acts of any competent state authorities leading to restriction of the rights of **THE OPERATOR**.

6.6. In case of liquidation or when declared insolvent of one of the parties under the Contract, as considered from the date of obliteration of the party from the Trade Register or in case of termination and/or obliteration of the activity for provision of electronic communication networks and/or services by **THE OPERATOR**. At the start of the proceedings for liquidation or insolvency this parties is obliged to inform the other in 3 days from the start of the relevant proceedings and all the due sums become immediately payable.

7. **THE OPERATOR** has the right to unilaterally terminate the Contract and/or to stop the access to the Service without prior notice in the cases when **THE CUSTOMER** has not performed his obligations under Art.3.6 of paragraph II and under paragraph VII of the present General Conditions, and in this case shall remain due the obligations of **THE CUSTOMER** for the payment of the Monthly fee under the Contract until the moment of expiration of the term under Art.3.1 or 3.2 of the Contract.

## VIII. CONFIDENTIALITY

1. **THE OPERATOR** is obliged not to disclose any facts related to the Contract, as well as any information, decisions and data considered a trade secret by **THE CUSTOMER**, which have become known to him in and on the occasion of the realization of the subject of the Contract, as well as he shall guarantee that his employees shall not disclose it and shall use it only for the performance of their official activity for the realization of the subject of the Contract. This obligation shall not apply in the event such information is disclosed by demand or request of state body or by the force of the law.

2. **THE CUSTOMER** is obliged not to disclose any facts related to the content of the Contract, as well as any information, decisions and data considered a trade secrete within the meaning of the Competition Protection Act of **THE OPERATOR**, which have become known in and on the occasion of realization of the subject of the Contract, as well as he shall guarantee that his employees shall not disclose it and shall use it only for the performance of their official activity for the realization of the subject of the Contract. This obligation shall not apply in the event such information is disclosed by demand or request of state body or by the force of the law.

## IX. MISCELLANEOUS

1. Each Party hereof is obliged to notify the other Party within 5 (five) working days in case of changes made in the identification data, address and/or contact telephone.

2. In order to perform his obligation under the Contract, **THE OPERATOR** can use subcontractors.

**For THE OPERATOR:**

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Name  
Position

**For THE CUSTOMER:**

.....  
Name  
Position

3. At any time of the term of the Contract, **THE OPERATOR** has the right to transfer all his rights and obligations under the Contract to any third persons selected by him at his discretion, for which **THE CUSTOMER** gives his/her explicit consent by signing of the Contract. Upon the due notification about such transferring, **THE CUSTOMER** is obliged to perform and seek performance solely from the third person.

4. **THE CUSTOMER** has not the right to transfer to any third persons, wholly or partially, the rights and/or obligations under the Contract with **THE OPERATOR**, unless upon the explicit consent of the latter.

5. Any disputes concerning the amounts due made on the part of **THE CUSTOMER** shall not release the latter from his obligation to pay such amounts. Upon enforcement of any decision of any competent court by which the disputed amount is respected, the undue amount as paid shall be refunded or deducted from the subsequent obligations of **THE CUSTOMER**.

**X. CONCLUDING REGULATIONS**

1. To all matters which are not regulated by the Contract, the effective civil laws of the Republic of Bulgaria shall be applied.

2. If any part of the Contract is declared invalid or null, the invalid or null provision shall be substituted by any appropriate provision which complies to a greatest extend with the purpose of the Contract and for which it may be assumed that it should be agreed by the Parties if the fact of such invalidity or nullity has become known to them. The remaining provisions shall remain unaffected by such partial invalidity or nullity.

3. All the disputes which may arise out of the Contract or are related to it, including the disputes arisen out or related to its interpretation, invalidity, performance or termination, as well as disputes on the eventual omissions made in the Contract or its adaptation to newly occurred circumstances, shall be resolved by the competent Bulgarian court.

4. All protocols, appendixes and supplementary agreements to the Contract shall be made in writing and shall be considered an indivisible part hereof.

5. Amendments of or supplements to the Contract shall be made only upon the mutual agreement between the Parties expressed in writing.

6. The correspondence between the parties, including the notices, shall be expressed in writing and to be considered valid they shall be sent by a registered mail or a currier agency with advice of delivery. The written form shall be considered as observed also when the notices have been sent by fax upon the receipt of the message of delivery.

7. The Contract was made and signed in two counterparts in Bulgarian language – by one copy for each Party hereof, and all the appendixes and the annexes hereto, including its eventual future modifications, shall be considered an integral part hereof.

The General conditions herein come to power as of .....

**For THE OPERATOR:**

**For THE CUSTOMER:**

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Name  
Position

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Name  
Position