



HELLENIC TELECOMMUNICATIONS ORGANIZATION SA

**REFERENCE OFFER FOR UNBUNDLED ACCESS  
TO THE LOCAL LOOP  
Part 2: Shared Access to the Local Loop**

2 0 0 1

DEFINITIONS	4
<b>CHAPTER A</b>	
<b>SHARED ACCESS TO THE LOCAL LOOP</b>	
1. PURPOSE	5
2. CONFIDENTIALITY PRINCIPLE - AGREEMENT	5
3. ACCESS POINTS - PROVISION OF INFORMATION ON THE SHARED ACCESS	5
4. SPECIFICATIONS - TECHNICAL CHARACTERISTICS OF THE BENEFICIARIES EQUIPMENT	6
5. MANIFESTATION OF INTEREST / APPLICATION FOR THE PROVISION OF INFORMATION	7
6. PROCEDURE FOR THE PROVISION OF SHARED LOCAL LOOPS	8
7. CANCELLATION OF APPLICATION	8
8. FAULT REPORTING & RESTORATION	8
9. CHANGES	10
10. COOPERATION BETWEEN OTE AND BENEFICIARIES	10
11. LETTER OF GUARANTEE	10
12. CONCESSION OF RIGHTS TO THIRD PARTY	11
13. REVIEW	11
14. NOTICE OF TERMINATION	11
15. COPYRIGHTS	11
16. SCHEDULED & UNSCHEDULED WORKS	11
17. INTEROPERABILITY CONTROL PROCEDURES	12
18. SHARED LOCAL LOOP AVAILABILITY RESTRICTIONS	12
19. DURATION OF PROVISION OF SHARED LOCAL LOOP	13
20. FINANCIAL TERMS	13
21. RESOLUTION OF DIFFERENCES - APPLIED LAW	14
22. PROVISION OF INFORMATION	14
<b>CHAPTER B</b>	
<b>COLLOCATION SERVICES</b>	
1. PROVISION OF INFORMATION FOR THE COLLOCATION	15
2. TYPES OF PROVIDED COLLOCATION	16

3. QUALITY CHARACTERISTICS OF THE LINE	19
4. CHARACTERISTICS - LIMITATIONS OF THE COLLOCATION EQUIPMENT	19
5. ACCESS SECURITY	20
6. PERSONNEL SAFETY	21
7. INSTALLATIONS SAFETY	21
8. DISTRIBUTION OF THE COLLOCATION AREA	21
9. INFORMATION SYSTEM	22
<b>APPENDIX I:</b> PHYSICAL COLLOCATION SPECIFICATIONS	22
<b>APPENDIX II:</b> PRIVATE CONFIDENTIALITY AGREEMENT	24
<b>APPENDIX III:</b> MEASUREMENTS THAT CAN BE PERFORMED BY OTE AT THE LOCAL LOOP	26
<b>APPENDIX IV:</b> APPLICATION FORMS	27
<b>APPENDIX V:</b> TARIFFS FOR SHARED ACCESS TO THE LOCAL LOOP	33
<b>APPENDIX VI:</b> AUTHORIZATION	34
<b>APPENDIX VII:</b> USER'S STATEMENT	35
<b>APPENDIX VIII:</b> COLLOCATION GRAPHS	38

## **DEFINITIONS**

Words or phrases used in the current Reference Offer for Unbundled Access to the Local Loop, (Part 2: Shared Unbundled Access to the Local Loop), have the meaning which is attributed to them by the Regulation 2887/2000/EC of the European Parliament and Council, or- if not included in the above Regulation- by L. 2867/2000 and the current provisions of telecommunication law, or - in the case they are not included in the aforementioned provisions - by the relevant secondary law of the European Union.

## CHAPTER A

### REFERENCE OFFER FOR SHARED ACCESS TO THE LOCAL LOOP

#### 1. PURPOSE

The present Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop (hereafter the *Offer*), is issued after the enforcement of the Regulation 2887/2000/EC and concerns the obligation of OTE to provide the Beneficiaries with Shared Access to the Local Loop.

#### 2. CONFIDENTIALITY PRINCIPLE - AGREEMENT

2.1. A significant part of the information regarding the access network of OTE is of confidential nature for commercial purposes, as well as for purposes of public security.

Therefore, the Beneficiaries are committed not to disclose any piece of information that is characterized in writing by OTE as confidential and classified to third parties or to affiliated companies. Especially, this covers any information exchanged before and during the negotiations to reach an agreement, and after the termination of this agreement, related with the detailed architecture & topology of the network.

The confidential information shall be exclusively used for the purpose for which this information was initially provided, and/or to allow the Contracting parties to fulfill their obligations in the line of the contract, and/or to claim their rights as granted by the contract.

According to this principle, a confidentiality agreement is signed between OTE and the Beneficiary. (Appendix II)

2.2. The Confidentiality Agreement covers the information of paragraph 3.2.2 which is exchanged as part of the cooperation between the two parties. The Beneficiary must submit to OTE the abovementioned agreement, signed by the legal representative of its company, before the abovementioned information is disclosed.

#### 3. ACCESS POINTS - PROVISION OF INFORMATION ON THE SHARED ACCESS

3.1. Elements of the OTE network that provide for Shared Access to the Local Loop:

√ OTE Main Distribution Frame/MDF, hereby MDF

##### 3.2 Provision of Information by OTE

3.2.1 In the context of provision of Shared Access to the Local Loop, OTE provides the generic information mentioned below:

√ A List (general enumeration) of the Local Exchanges (LEX) in the wider areas of interest of the Beneficiary and generic information about these Local Exchanges, which may include:

√ LEX limits: Geographical LEX limits or the minimum digits which, according to the National Numbering Plan (ESA), are required to specify the LEX the subscriber belongs to.

√ Mean/maximum length of Shared Local Loop, or mean weighted distribution of the shared Local Loop length (as long as this data is available)

√ Standard information for the telecommunications network (e.g. nominal values of Shared Local Loop characteristics).

√ Availability of collocation space and type of collocation (the collocation type may refer to "internal - readily available", "internal - under construction", "external - land available", "not-available at the OTE site").

√ Description of procedures related to the Shared Access to the Local Loop.

The abovementioned information is supplied without the need of a previously signed confidentiality agreement.

3.2.2. During the negotiations for the Shared Access agreement, OTE, following a relative request made by the Beneficiary and having the relevant confidentiality agreement been signed, provides the following updated information, for all local exchanges hosting an MDF that serves the areas in which the Beneficiary requests Shared Access.

√ Information regarding the typical characteristics of the wires, including their type and quality.

- √ Characteristics of the available Collocation (air-conditioning, uninterrupted power supply, security, etc.).
  - √ The physical location (address) of the MDF.
  - √ Standard spectrum masks.
  - √ Information regarding the characteristics of the Local Loops and any known restrictions (perturbations and incompatibilities), if this information is available.
  - √ Any available xD.S.L. test results.
  - √ Total number of useable Local Loops and number of Local Loops being used.
  - √ Anticipated space restrictions for expansions of the Central Distributor, provided the relevant information is available as a result of a previously compiled technical investigation.
  - √ Type of voice telephony service available to the user (ISDN, PSTN, pulses 16 KHz etc.)
- ◇ Collocation type recommended by OTE:
- √ Physical space collocation (distance, type and size of wire (number of twisted pairs of metal wires)), or
  - √ Remote collocation (wire entry points and available capacity, distance, type and size of wire (number of twisted pairs of metal wires)), or
  - √ Virtual collocation

Any expected changes to the paragraph 3.2.2 must be announced in due course, not less than two (2) months before the respective change. Changes that include civil engineering works must be announced earlier.

Any unexpected changes must be announced promptly (as soon as the respective need for these changes appears).

3.2.3 The information shall be sent within five (5) working days after the submission of the Beneficiary's relevant application, with the reservation of the latter to sign a confidentiality agreement for the information of paragraph 3.2.2. Regarding the request for provision of the information under paragraph 3.2.2, the request for the provision of information under paragraph 3.2.1 is not a prerequisite.

## **4. SPECIFICATIONS - TECHNICAL CHARACTERISTICS OF THE BENEFICIARIES EQUIPMENT**

### **4.1 Beneficiaries equipment specifications**

The Beneficiaries equipment must fulfill the requirements set by the applied standards and/or specifications, according to the terms mentioned in article 8, paragraph 1 of L. 2867/2000, with emphasis on the ETSI and ITU standards, indicatively mentioned below:

ETSI standards: TR 101 728 V1.1.1(2000-12), TR 102 139 V1.1.1(2000-06), ETR 152 ed.1(1995-02), ETR 152 ed.2(1995-06), ETR 152 ed.3(1996-12), ETR 328 ed.1(1996-11), TS 101 135 V1.4.1(1998-02), TS 101 388 V1.1.1(1998-11), TS 101 524-1 V1.1.1(2000-04), TS 101 524-2 V1.1.1(2000-06).

ITU Standards: G992.1, G991.1, G922.2, G992.2, G994.1, G995.1, G996.1, G997.1. Specifications for POTS Splitter: ETSI TR 101 728 V.1.1.1 (2000-12)  
Specifications for ISDN Splitter: ETSI TS 101 388 V.1.1.1. (1988-12)

### **4.2. Beneficiaries/users equipment characteristics**

4.2.1. With the reservation of case (e) of paragraph 6, article 3 of Decision EETT 229/26, (OG 1303/B/9.10.2001), the Beneficiary must inform OTE about basic parameters and technical characteristics of its equipment, which are necessary for managing the network and the collocation.

4.2.2. The Beneficiary informs OTE about the following:

- Upper limit of the transmission power of the beneficiaries DSL transceivers
- Modulation type of the modems (code)
- Required electrical power for the operation of the installed equipment, in the case of physical or virtual collocation

- Thermal losses of the installed equipment, in the case of physical or virtual collocation
- Technical specifications of the wires connected to the distributors
- The total spectrum intended to be used.

#### 4.2.3 Technical characteristics of the Splitters

The technical characteristics of ISDN and POTS interfaces must be open, specified and standardized, so the connection with equipment of different manufacturers is possible.

The equipment to be installed must be in compliance with the technical requirements, as mentioned in paragraph 4 of Chapter B of the present document.

OTE publishes the specifications of the Splitters, as part of the present Offer, as well as on its website.

4.2.4. The required new equipment at the user's premises is at least one Splitter and one xDSL modem. This equipment may belong to the Beneficiary or the user.

The Beneficiary, being responsible to supply and install the Splitter on the user's side, has the obligation to disconnect the Splitter on the user's side if it interferes with the services over the Shared Local Loop, according to paragraph 8, Chapter A of the present document.

4.2.5. The Splitter should not degrade the quality of services provided by OTE or by the Beneficiary.

### 4.3 Measurements - tests

4.3.1. OTE performs the measurements related to the standard telephony (capacity, insulation, voltage).

4.3.2 After the Beneficiary's relative request, OTE performs line quality tests on a specific twisted metallic pair that serves a specific user (for which the beneficiary has submitted a request for shared access to the local loop), provided that these tests have not yet been carried out, and communicates the relevant results. The measurements that may be performed by OTE are described in Appendix III of the present document. The cost for these tests burdens the Beneficiary with the reservation of OTE's obligation to receive the lump-sum settlement for the cost derived by the specific measurement.

The Beneficiary has also the right to perform measurements, and the relevant cost burdens the Beneficiary. OTE cannot refuse the performance of measurements, according to the present regulation, because of possible disturbance to the user. In case the Beneficiary performs the measurements, it is obliged to take the necessary measures so that the user undergoes the least possible disturbance or get the written permission of the user to perform the measurements.

The party (OTE or Beneficiary) which performs the measurements, is obliged to announce the results of these to the other party within five (5) working days.

4.3.3. For the provision of services by the Beneficiary, the measurement can be performed by a crew which goes to the subscriber's premises and at the termination end on the network's side (more accurate but time-consuming and complicated procedure).

The application of this procedure, would require a request of the Beneficiary and would burden the Beneficiary.

4.3.4. OTE, depending on the evolution of technology and the experience gained by the ADSL systems, may follow new measurement methods, which should not lead to unjustified degradation of the quality of services provided to the user via the Shared Local Loop, in any case.

4.3.5. OTE examines the possibility to install a software-based automated control system for the copper network. The user will install relevant software on his/her personal computer (PC), over which the user may perform some basic line tests, without the intervention or movement of a crew. The installation of the abovementioned software on the user's personal computer requires the previous agreement of the user.

## 5. MANIFESTATION OF INTEREST / APPLICATION FOR THE PROVISION OF INFORMATION

The interested Beneficiary should submit a written manifestation of interest for an agreement of Shared Access to the Local Loop (appendix IV, Example I).

By this application, the Beneficiary notifies OTE about the areas of its interest for the provision of Shared Access to the Local Loop.

Regarding the provision of information under paragraph 3.2.1, the abovementioned areas are specified in the relevant document in a prefecture or municipality level.

Regarding the provision of information under paragraph 3.2.2, the areas of interest are specified at the Local exchange level.

## **6. PROCEDURE FOR THE PROVISION OF SHARED LOCAL LOOPS**

6.1 The application for the provision of Shared Access to the Local Loop concerns:

- An active twisted pair of metal wires, which provides voice services to OTE subscribers (POTS, ISDN/BRA).

6.2 The Beneficiary submits the Application for the provision of Shared Access Local Loop (Appendix IV, Example IV) at the Telecommunications Commercial Shop in the area of the Shared Local Loop, and gets a protocol number.

The Application for the provision of Shared Local Loop includes the written authorization-statement of the user to the Beneficiary (Appendix VI, VII), by which the user proclaims that wishes to accept services by the Beneficiary on the same twisted metallic pair installed by OTE.

The requests are fulfilled on a first come, first served basis, according to the date of submission.

6.3 OTE replies within ten (10) working days, notifying the Beneficiary whether the requested Local Loop is eligible for Shared Access or not; if negative, the specific reason for which the requested Local Loop is not eligible for Shared Access, must be stated. All Local Loops, for which there is no restriction according to the terms of paragraph 18.1 of Chapter A of the present document, with the reservation of article 3, paragraph 2, text 2 of the Regulation 2887/2000/EC, are considered eligible.

Immediately after the announcement of OTE's reply to the Beneficiary, and in the case it is positive, the Beneficiary may request measurements of the specific Local Loop, according to the abovementioned terms under 4.3.2.

The Beneficiary is requested to answer immediately whether it accepts the Local Loop and finalize the order by signing the relevant Shared Access agreement with OTE.

Within ten (5) working days from the finalization of the order, OTE executes the order and delivers the Shared Local Loop to the Beneficiary.

6.4 At least two (2) working days before the termination of provision works of the Shared Local Loop, OTE notifies the Beneficiary by fax about the date of the loop's availability, which coincides with the termination of the abovementioned works.

6.5 The Beneficiary is obliged to certify in writing the date of the Shared Local Loop's delivery within three (3) working days from the availability date, or else it is considered that the Beneficiary accepts the charge starting on the shared local loop availability date, according to the abovementioned under 6.4.

## **7. CANCELLATION OF APPLICATION**

In the case where the Beneficiary cancels the request for a Shared Local Loop, it will pay the cancellation fee according to the applied prices, whereas in the case of cancellation of the request for access to collocation facilities (Connecting wires, preparation of the collocation space), the Beneficiary has to compensate OTE for the expenses up to that point.

## **8. FAULT REPORTING & RESTORATION**

8.1 OTE accepts fault reports directly by the users, only for the services that OTE provides, according to the terms specified in the Agreement for Shared Access to the Local Loop.

More specifically:

√ Voice telephony fault: OTE is responsible for accepting the fault report and the relative restoration. OTE applies the current procedures for fault reporting and restoration.

√ Fault on the service provided by the Beneficiary, while the voice telephony service is working: The Beneficiary is responsible for accepting the fault report and for the restoration.

√ Simultaneous fault on both services: Both OTE and the Beneficiary accept the fault report and each of them undertakes the restoration on the service of its own responsibility. In all cases, the parties have mutual obligation to cooperate and minimize the time for the restoration of the failure.

## 8.2. Procedures:

8.2.1. Faults for the area of Attica will be reported to the relevant OTE centers (121xyz, where xyz the first 3 digits of the subscriber's call number), and for other regions to the OTE reference points, according to the terms mentioned in paragraph 8.2.7.

The faults will be reported during the working hours of the relevant centers of OTE (07.30 till 21.30).

√ The abovementioned fault reporting points may change according to any organizational changes of either OTE or the Beneficiary. In any case there will be mutual and on-time notification.

8.2.2. When a customer of the Beneficiary informs the Beneficiary about a failure that regards the service provided by the Beneficiary, then:

Initially, the Beneficiary should use its own monitoring and control systems in order to detect the failure.

If the Beneficiary detects that the failure is on the section of the loop between the beneficiary's intermediate distribution frame in the collocation area (physical or remote) and the splitter in the subscriber premises, it reports the specific fault to 121xyz or the reference point for investigation and restoration of the failure.

8.2.3. After that, OTE undertakes the responsibility to restore the failure.

Following the failure restoration, the Beneficiary is notified for this by fax.

After the abovementioned notification and during the process of failure restoration, both parties may communicate via telephone and cooperate.

8.2.4. Along with reporting the fault, the Beneficiary will provide OTE with all necessary information, such as the telephone number of the subscriber, description of the failure, measurements and actions already taken by the Beneficiary.

8.2.5. In the case that one of the parties (OTE or the Beneficiary) finds out that the reported by the other party failure is not due to the network of its jurisdiction, the other party (the Beneficiary or OTE, respectively) will be charged with the costs for the measurements, the work and the unjustified translocation of its personnel.

8.2.6. No intervention that will interfere with the services provided by the other party should be made by the crew of OTE or the Beneficiary during maintenance work at the subscriber premises. If this is necessary for technical reasons, both parties should agree in writing and the subscriber should be informed, before any action is taken.

8.2.7. The data of the competent OTE services for fault reporting (Reference Points) will appear on a Table, which will be delivered to the Beneficiary together with the contract of provision of Shared Access to the Local Loop.

√ A similar table must be supplied by the Beneficiary.

8.2.8. OTE's fault restoration times that affect the Beneficiary's services, cannot be greater than the corresponding times that apply for similar services which OTE provides to its subscribers, or affiliated companies, with the reservation of paragraph 8.2.9.

8.2.9. Depending on OTE's capabilities, it may be possible that OTE offers Special Service Level Agreement with reduced fault restoration times.

√ The abovementioned procedures can be modified on mutual agreement, according to the experience gained by the cooperation between the two parties.

8.3 In cases where the period of the verified failure - for which OTE is responsible to restore - is greater than six (6) hours per month, the Beneficiary may ask to be credited with the fees for the period of the verified failure.

8.4. The abovementioned apply with the reservation of the terms specified in the specific Service Level Agreement with the Beneficiary.

8.4.1 OTE is willing to achieve a Service Level Agreement for the Shared Access with every Beneficiary, with terms that will be mutually agreed.

8.4.2 By this SLA, it will be specified that the fault restoration time will be less and, in addition, the SLA will include an additional cost for the SLA and relevant penalties for OTE, for the cases there is deviation from the agreed and guaranteed terms.

8.5. OTE and the Beneficiary take all necessary measures to minimize the interruption of the telecommunication services provided to the end user via the Shared Local Loop.

8.6. In any other case of mandatory network restoration works, according to the terms in paragraph 16 of Chapter A of the present document, OTE can interrupt the provision of access to the Local Loop for a Beneficiary, as long as it has notified the Beneficiary by phone and has sent a relevant verification fax, stating the nature of the failure, and the estimated time required for the restoration.

## **9. CHANGES**

9.1. The changes that arise from the user's requests are:

a. Discontinuation of the voice telephony service by OTE:

OTE notifies the Beneficiary in writing about the subscriber's request. The Beneficiary within five (5) working days from the receipt of the abovementioned notice, is obliged to state in writing whether it accepts the change of Shared Access to Full Access or not.

In the case of a confirmative response, the Beneficiary signs the Contract for Full Unbundled Access to the Local Loop, undertaking the relevant obligations that arise from the new contract.

In the case of a negative response, the local loop returns to OTE.

b. Discontinuation of services provided by the Beneficiary:

√ The local loop returns to the exclusive use of OTE.

√ The Beneficiary notifies OTE within five (5) working days from the subscriber's written request.

c. Discontinuation of both services:

√ Termination of contracts with both Beneficiaries, by the subscriber.

The works for the migration of Shared to Full Access, include the following:

a. The removal of the splitter in OTE's exchange.

b. The removal of the existing interconnection between the network splitter and the Hand-over distribution frame and the local exchange.

c. The interconnection between the user's end network termination and the beneficiary's hand-over distribution frame.

The costs of the abovementioned works under 9.2 (a-c) for the conversion of Shared to Full Access, as specified in Appendix V, burdens the Beneficiary.

## **10. COOPERATION BETWEEN OTE AND BENEFICIARIES**

The agreement between OTE and Beneficiary is based on the basic principle that the voice telephony service will not be affected by the services provided by the Beneficiary over the Shared Local Loop and vice versa, with the reservation of the availability of the Universal Service.

Similarly, in cases where the existing Local Loop is non eligible for Shared Access according to terms in paragraphs 6.3 and 18.1 of Chapter A of the present document, the Beneficiary may follow the procedures of Full Unbundled Access as they are mentioned in the published Offer of Full Unbundled Access to the Local Loop.

The relations between the end-user, the Beneficiary and OTE are specified in Appendix VII.

## **11. LETTER OF GUARANTEE**

OTE has the right to demand an irrevocable letter of guarantee from a Bank in Greece

which is acceptable by both parties, or guarantee from the Beneficiary's parent Company or a similar type of reinsurance for the payment of all amounts arising from the provision of access services, according to the present Offer. The delivery of the letter of guarantee or the provision of other type of guarantee will be taken care of along with the relevant agreement, within a reasonable period of time.

## **12. CONCESSION OF RIGHTS TO THIRD PARTY**

12.1. OTE and the Beneficiary do not have the right to grant any of their rights or obligations - which is derived by the present document - to a third party without the prior written consent of the other Contracting party.

12.2. Without the consent - as allowed in paragraph 12.1- of the other contracting party, the Contracting parties maintain the right to transfer their contractual rights and obligations to a third party as a consequence of the transfer of the relevant telecommunications licenses and / or the change of control for their businesses, according to the current laws, with the requirement that the third party undertakes all contractual obligations and responsibilities of the contracting party that concedes them.

## **13. REVIEW**

Any of the Contracting parties, can request for review of the contract, according to the Civil Code and the Greek Law in general, after a written notification to the other contracting party and with the reservation of the provisions of paragraph 14.

## **14. NOTICE OF TERMINATION**

In the case where one Contracting party does not abide by the obligations that arise by the present Offer, the other party can set a one (1) month period to comply with its obligations, by a written notification.

The procedure of notice of termination of the contract that will be signed between the two parties in the context of the present Offer shall be compliant with the current applied national and European law.

## **15. COPYRIGHTS**

The Beneficiary does not have the right to use trademarks or logos that are copyrights of OTE, without the written permission of OTE.

## **16. SCHEDULED & UNSCHEDULED WORKS**

16.1 In the case of scheduled or unscheduled works, the following apply, with the reservation of paragraph 8 of Chapter A of the present document:

Scheduled work is considered any action on a local loop or on any active / passive equipment at the terminal point of network at the customer's premises or OTE's Main Distribution Frame, which:

- is known and planned for, beforehand and
- can put the local loop out of order, or affect temporarily the quality of service offered by the Beneficiary to the customer, or cause temporary service interruptions, with the reservation of the paragraph 16.3

The scheduled works include: MDF expansions, cutovers, upgrades of the subscribers' network, and any control, measurement and maintenance procedures of the Local Loops.

All interventions and alterations of the condition of the access network loops, is done exclusively by OTE.

The scheduled works are performed on a specific day and hour, following the agreement with the Beneficiary and the notification of users by OTE.

The Beneficiary will not refuse without justification the conduct of scheduled works under the provisions of the present document.

16.2. OTE will notify the Beneficiary in writing and within a reasonable time for all scheduled actions (according to all above in 16.1) that might affect the quality of unbundling services provided to the Beneficiary, by mentioning the exact date and time, as well as the estimated time length of works, the twisted pairs that will be affected by the work interruption, as well as the reasons that impose these works.

The interventions / alterations done as part of the scheduled works will not result in the degradation of services provided over the shared access to the Local Loops.

16.3. In cases of force majeure, it is possible to cause interruption of access to some, or all twisted pairs of metal wires.

In this case, OTE notifies all Beneficiaries, verifying the problems in writing (by sending fax), and at the same time takes all necessary measures to restore the interruption as soon as possible and without discrimination.

The meaning of force majeure is designated according to the Civil Code and the rest of the relevant Greek and European law.

16.4. OTE is not responsible for the interruption of the access services that may also occur due to third party works (e.g. road works).

## **17. INTEROPERABILITY CONTROL PROCEDURES**

17.1. For the installation and function of the Beneficiaries' equipment at the access network, it is anticipated that it will be required to show equipment certificates by the manufacturers for its compliance to the approved European or international standards.

17.2. OTE reserves the right to perform checks & measurements that concern the compatibility of the Beneficiary's equipment to the services provided by OTE, via the Shared Local Loop and more specifically of the Splitters on the user's side, taking the corresponding charge.

17.3. The check, regarding the POTS & ISDN services, includes typical measurements on the line (capacity, insulation, potential), as well as measurements on the Splitters for their good function and suitability for the provision of the abovementioned services.

17.4. The conduct of measurements by OTE, according to 17.2, 17.3 should not result directly or indirectly in the deviation from the anticipated procedure of provision of the Shared Local Loop.

## **18. SHARED LOCAL LOOP AVAILABILITY RESTRICTIONS**

18.1 The Shared Access to the Local Loop is not possible for the following cases:

√ For the lines with active or passive equipment which can evidently cause interference to the transmitted signal. Such lines are the lines for which a subscriber frequency-carrier overlay or PCM has been set.

√ For the lines connected to public phones (phone booths).

√ For lines with alarm and emergency type services, the quality of which is not possible to ensure in case of simultaneous service provision via Shared Local Loop.

18.2 The availability of the Local Loop for which Shared Access is required, can be limited when the service provision for transmitting high-speed data via the Shared Local Loop evidently causes interruption to the services already provided to nearby Local Loops.

18.3 In any case OTE is obliged to justify to the Beneficiary in writing, the reasons why the provision of the specific loop is not possible, within ten (10) working days from the submission of the relevant request, according to the abovementioned terms under 6.3.

18.4 It is possible that the bandwidth of the Shared Local Loop - except that used by OTE for the provision of voice telephony - is being confined by:

√ The pair length, the copper cross-section, the type of wire insulation, the number of branches in relation to their distance from the LEX, the number and type of nuisance (e.g. that the rate is affected dramatically by the presence of PCM-30, HDSL and other systems in the neighborhood, as well as by the presence of ADSL systems).

√ The presence of bridged taps.

- √ Interruptions from reflections, when the line consists from lengths of wire with different wire cross-sections.
- √ Crosstalk (increases with the telecommunication load of the wire).
- √ Radio-frequency interruptions by radio transmitters and other external sources of electromagnetic waves (satellite and TV programs, etc.).
- √ Impulse noise from telephone devices.
- √ The capabilities of the broadband devices and the dimensioning of the circuits of the Beneficiary.

## **19. DURATION OF PROVISION OF SHARED LOCAL LOOP**

Under the reservation of a different agreement between OTE and Beneficiary, the minimum time of service provision included in the present Offer is twelve (12) months, and after this period the contract is renewed de jure for one year, since the Beneficiary continues to use the shared loop and does not express any wish to terminate the relevant contract with OTE. The contracting party is obliged to announce the intention of terminating the Contract two months before its end. The modification of the financial terms of the provision for Unbundled Access to the Local Loop by OTE is only justified and permitted under the raise of observance of the cost orientation obligation according to the terms of Regulation 2887/2000 and L. 2867/2000.

## **20. FINANCIAL TERMS**

20.1. The date of provision of the Shared Local Loop is considered as the starting date for the charges, according to the terms in paragraph 6.4, irrespectively if used since that date.

The Beneficiary, from the day of provision of the Shared Local Loop, is obliged to pay the fees specified in the applied pricelist of OTE (Appendix V).

20.2. The monthly fees - according to the tariffs - for the provision of service, are due during the entire time of provision of the service, as well as for the time since the date of temporary termination of service due to debt, until the date of termination of the contract.

The fees are analyzed on the personal bill of the Beneficiary, which is sent to the address specified by the Beneficiary in the application and is paid up to schedule.

20.3 If the Beneficiary does not pay the bill in schedule, OTE has the right to:

**a.** After a written notification at least thirty (30) days in advance:

- √ To temporarily interrupt the service to which the debt is referred to
- √ To suspend the interruption of service of the Shared Local Loop due to debt, according to conditions specified by OTE and incorporate the debt in a future bill or bills of the Beneficiary.

In the case the Beneficiary puts the bill in question, the Beneficiary must ask in writing the examination / correction of the bill within a month from the payment deadline from the competent area office with the reservation of payment of the monthly fees.

**b.** If the debt is not paid or arranged within a period of sixty (60) days from the end of temporary interruption, and after the notification of written reminder to the Beneficiary, OTE has the right to:

- √ Permanently terminate the service
- √ Issue a notice of termination of the present contract with the Beneficiary.

20.4. In the cases of fraud and payment out of schedule repeatedly or non-payment, it is possible to definitively terminate the service to the Beneficiary, without prior notice.

20.5. The Beneficiary is responsible to issue bills for users of the Beneficiary.

The Beneficiary will be responsible for the cases of customer complaints for charges of the Beneficiary regarding the services provided.

Since there is responsibility of the Beneficiary, the Beneficiary will reimburse the user or return fees paid, due to non or imperfect provision of the service.

20.6. For every day of delay of failure restoration beyond the allowed deadlines and since it is the exclusive responsibility of OTE, the Beneficiary will be credited with the 1/30 of the relevant monthly fixed fees, according to the paragraph 8.3., with the reservation of a different agreement with the Beneficiary, which allows for a greater amount in favor of the Beneficiary.

20.7. The modification of the financial terms of the provision for Unbundled Access to the Local Loop by OTE is done according to the European and national law.

20.8. The abovementioned amounts are superadded with the effective VAT.

## **21. RESOLUTION OF DIFFERENCES – APPLIED LAW**

The Contracting parties undertake the responsibility to make every effort to resolve any differences and any arguments that arise from the interpretation and implementation of the present Offer.

The present Offer (and any difference, dispute, legal action or claims of any nature, that arise from the present Offer and its interpretation by any way) will come under the European law and will be interpreted by it.

The Courts of Athens are responsible to resolve any differences, which apply the Greek Law.

## **22. PROVISION OF INFORMATION**

For information regarding the present offer of Shared Access, the interested parties can contact :

### **POSTAL ADDRESS:**

#### **OTE S.A.**

Directorate of Competition and Telecom. Providers  
Sub-directorate for Development of Telecom. Providers  
Fax: 611 8001 - 6118493  
OTE, Kifissias 99, 151 25 Maroussi

### **ELECTRONIC ADDRESS:**

- I. [www.ote.gr](http://www.ote.gr)
- II. [www.oteshop.gr/p\\_exeid9.htm](http://www.oteshop.gr/p_exeid9.htm)

**CHAPTER B****COLLOCATION SERVICES****1. PROVISION OF INFORMATION FOR THE COLLOCATION**

1.1. OTE provides adequate information to the Beneficiaries, on issues related to the collocation.

The manifestation of interest for the provision of Collocation must be done in writing by the interested Beneficiaries.

The Beneficiary submits to OTE a "Manifestation of interest / Application for provision of Collocation information" (appendix IV, example I) in order to obtain information for the available OTE centers at the Beneficiary's areas of interest and the possibilities of collocation.

For every local exchange in which the Beneficiary is interested for a collocation, the Beneficiary must submit an application for a Technical Investigation for Collocation, as long as this has not already been carried out by OTE in the framework of Full Unbundled or Shared Access to the Local Loop.

1.2. The Technical Investigation for Collocation includes the Physical and / or the Remote Collocation, according to the Beneficiary's request. The Remote Collocation can be requested either independently, or as a subsidiary in case the Physical Collocation is not possible.

1.3. For every Central Distributor at the areas where the Beneficiary wishes to have Shared Access to the Local Loops, OTE provides information on:

√ Availability and type of Collocation (detailed drawings of the area in the case a technical investigation has already been carried out for the specific local exchange the Beneficiary is interested in).

√ Characteristics of the available Collocation (air-conditioning, Uninterrupted power supply, security, etc.), technical limitations, terms and conditions of use.

√ Conditions for access to the installations.

The abovementioned information is supplied after a relevant request of the Beneficiary.

1.4. In the framework of the completed Technical Investigation, OTE sends a detailed offer to the Beneficiary (preliminary investigation of Appendix V) in which the following points are at least mentioned:

- i. Technical description of the works to be carried out for the formation of collocation areas.
- ii. Budget of the works
- iii. Recommended implementation time schedule
- iv. Number of Beneficiaries that exhibited interest for the specific center.

1.5. The abovementioned information under 1.3 as well as the offer (preliminary investigation of Appendix V) (above under 1.4) are provided within a period of fifteen (15) working days from the submission of application for Technical Investigation for Collocation as long as no Technical Investigation for Collocation has been carried out for the specific local exchange, in the framework of Full Unbundled or Shared Access to the Local Loop, while the time period is five (5) working days from the submission of application for manifestation of interest for the provision of Collocation, provided a Technical Investigation for Collocation has already been carried out for the specific Local exchange.

The areas are allocated based on priority according to the date of submission of the relevant application for Manifestation of Interest for Provision of Collocation Information.

1.6. Since the Beneficiary accepts the offer (preliminary investigation of Appendix V) of OTE, the Beneficiary must sign the relevant Collocation agreement within five (5) working days from its announcement. The cost of abovementioned works (final investigation, supervision and construction), is split between the Beneficiaries, based on the area in sq.m they will have in the area of Collocation, according to article 4, paragraph 6 of EETT 211/16.03.2001. The payment is done as follows: With the signing of the Collocation Agreement, the Beneficiary will pay the 50% of the amount that corresponds to the area in sq.m the Beneficiary has requested. The rest of the amount that corresponds to the Beneficiary will be paid after the completion of works by OTE and the acceptance of the Collocation area. If after one (1) month from the termination of works and the delivery of the area, OTE has not achieved a Collocation agreement for the specific center with another Beneficiary, then the first Beneficiary is asked to pay the rest of the amount for the settlement of the total cost of the abovementioned works, as specified in the preliminary investigation.

Every next Beneficiary that achieves a Collocation agreement for the specific center, with the conclusion of the Agreement and before the acceptance of the Collocation area must pay the already installed Beneficiary(s) an amount that corresponds to the sq.m. the next Beneficiary will occupy in the Collocation area, as well as an amount equal to the percentage which

results from the quotient of the division of the already occupied sq.m. of Collocation to the number of existing Beneficiaries every time, so when agreements have been achieved with Beneficiaries to cover the total area of Collocation, the amount paid by each Beneficiary will correspond to the sq.m. the Beneficiary occupies in the Collocation area.

Since the Beneficiary does not accept the charge for the required actions according to the terms in the preliminary investigation, the Beneficiary may choose to undertake the construction of the area on its own (and / or in cooperation with the other Beneficiaries), according to the OTE specifications (Appendix I of the present document) and under OTE's supervision.

The charge of the preliminary investigation which burdens the Beneficiaries is calculated according to the terms in article 4 & 5 of the Regulation for Costing and Pricing Principles (Decision EETT 211/3/16.3.2001) and is published in Appendix V of the present offer.

1.7. After the signing of the collocation agreement, OTE will start the relevant works, which will finish according to the abovementioned time-schedule of the Technical Investigation and - in any case - within a reasonable time period which is not more than three (3) months from the signing of the collocation agreement with at least one Beneficiary per center.

1.8. The supply, installation and maintenance of the Splitters and the rest of the necessary equipment for their placement on the network side, is done according to paragraph 2, Chapter B of the present document. For this purpose, OTE allows for special area at its Local exchanges. The necessary interconnection actions for the Beneficiary are made in this area and in common or separate installations (according to the agreements between OTE and Beneficiaries).

1.9. The cost for the abovementioned actions –as long as they are performed by OTE- is split between the Beneficiaries, according to the terms in article 5 of the Regulation for Costing and Pricing Principles (Decision EETT 211/3/16.3.2001).

1.10. In this case, the necessary time for the abovementioned actions (supply, installation of splitters and the rest of the necessary equipment) should not exceed the time schedule for the delivery of the collocation area, nor cause time delays in the procedure of provision of Shared Local Loop, as described in paragraph 6 of Chapter A of the present document.

## **2. TYPES OF PROVIDED COLLOCATION**

The types of collocation provided by OTE are:

- √ Physical Collocation
- √ Remote Collocation
- √ Virtual Collocation

### **a. Physical Collocation**

I. The supply, installation and maintenance of the Splitters and the rest of the necessary equipment for their placement on the Local exchange side, is done by OTE according to paragraphs 4 and 6 of Chapter A of the present document.

After the separation, the high frequency spectrum is routed via the Internal Connecting Wires to the Beneficiary's area (Appendix VIII figure 1).

OTE will form at the LEX the extra space required for the placement of the Splitters and the required cord terminal strips for the development of additional connection requests and will install the necessary racks and distributors.

Every three months the Beneficiary is obliged to notify OTE on the anticipated needs in Splitters.

II. At the side of the subscriber, the installation and maintenance of the necessary equipment (Splitters and/or any other necessary terminal equipment) is done by the Beneficiary, which has the responsibility for the services it provides via the Shared Local Loop.

III. OTE will provide electrical power, air-conditioning, fire detection, fire safety etc, facilities to the standardized area provided by OTE for the Beneficiary (according to the analytical description of Appendix I) to maximize the exploitation of available space for the provision of Shared Local Loop services and ensure equitable management.

IV. OTE also provides Backhaul Services after a relevant commercial agreement to interconnect the Beneficiary's equipment with an interconnection point chosen by the Beneficiary.

If the Beneficiary does not wish the connection to the main OTE network, then OTE will lead the output of the Beneficiary's devices to a convenient position via optical fiber, to an external well on the pavement on the building's perimeter or via leased line to the installations area outside the OTE buildings, if this is desired by the Beneficiary, according to the allowed procedures of OTE.

V. All internal wirings will be done by OTE.

VI. The interconnection point between the Beneficiary and OTE, is the point A on the subscriber's side and point B on the LEX's side (Appendix VIII, figure 1).

VII. It is noted that for all abovementioned cases where the available space at the Central Distributor is not enough for the provision of service, the necessary extensions or compactions will be done provided that the area allows for it.

VIII. The cost related to the Physical Collocation is calculated according to the terms in Decision EETT (211/3/16.3.2001, articles 5 & 4, paragraph 6).

## **b. Remote Collocation**

I. The supply, installation and maintenance of the Splitters and the rest of the necessary equipment for their placement on the Local exchange side, is done by OTE according to paragraphs 4 and 6 of Chapter A of the present document.

After the separation, the high frequency spectrum is routed via the Connecting Wires (Internal + External) to the Beneficiary's area (Appendix VIII figure 2).

OTE will form at the LEX the extra space required for the placement of the Splitters and the required cord terminal strips for the development of additional connection requests and will install the necessary racks and distributors.

Every three months the Beneficiary is obliged to notify OTE on the anticipated needs in Splitters.

II. At the side of the subscriber, the installation and maintenance of the necessary equipment (Splitters and/or any other necessary terminal equipment) is done by the Beneficiary, which has the responsibility for the services it provides via the Shared Local Loop, with the reservation of a different agreement with OTE.

III. The interconnection point between the Beneficiary and OTE, is the point C on the subscriber's side and point D on the LEX's side (Appendix VIII, figure 2).

## **c. Virtual Collocation**

On the LEX's side, the supply, installation and maintenance of the Splitters, as well as of the rest of the necessary equipment of the Beneficiary is done by OTE in the LEX's area, according to the terms mentioned in paragraphs 4 and 6 of Chapter A of the present document. After the separation, the high frequency spectrum is initially routed to the Beneficiary's equipment installed inside the OTE's Local exchange, and then, via Transmission and Connection Services, to the Beneficiary's installations inside the OTE building. Regarding the Transmission and Connection Services (Backhaul Services), these fall into the terms of paragraph 2 (a), subparagraph IV of Chapter B of the present document.

The Beneficiary will not have access to the collocation areas, unless agreed differently with OTE.

III. At the subscriber's side, the installation and maintenance of the necessary equipment (Splitters and/or any other necessary terminal equipment) is done by the Beneficiary, which has the responsibility for the services it provides via the Shared Local Loop, with the reservation of a different agreement with OTE.

IV. The Beneficiary's charge for Virtual Collocation services is calculated according to the terms specified in Decision EETT 211/3/16.3.2001, article 4, paragraph 7.

## **2.2. Connecting wires**

The Connecting Wires consist of twisted pairs of metal wires between the Central OTE Distributor and the Intermediate Distributor of the Beneficiary.

2.2.1. The supply of connecting wires by OTE includes their termination at the Intermediate Distributor and their maintenance, which burden the Beneficiary.

It can, after a relevant request of the Beneficiary, include the testing of the pair. The cost of testing the Connecting Wires can be included in the connection charge, as mentioned in Decision EETT 211/3/16.3.2001, article 4, paragraph 9.

2.2.2. In the case of physical / virtual collocation of the Beneficiary with OTE, the Connecting Wire remains in the OTE building (Internal Connecting Wire).

2.2.3. In the case of Remote Collocation, the Connecting Terminating Wire connects the Main OTE Distributor to the Intermediate Distributor at the installations of the Beneficiary.

For this purpose, the Beneficiary will need a Connecting Wire inside the OTE building (Internal Connecting Wire) and a Connecting Wire outside the OTE building (External Connecting Wire).

### **2.3. Internal Connecting Wire (ICW)**

2.3.1. The ICW will preferably be a wire of 100 metal pairs.

2.3.2. The routing of the wire inside the OTE building is the exclusive responsibility of OTE. The required wires will lead to the beneficiary's area by the most appropriate way, taking into account the conditions inside the Local exchange of OTE.

2.3.3. In the case of physical / virtual collocation, the ICW bridges the Central OTE Distributor (MDF) to the Intermediate Distributor (HDF) of the Beneficiary which is located in the collocation area inside the OTE Local exchange.

2.3.4. In the case of Remote Collocation, the Internal Termination Connecting Wire connects the MDF to the External Connecting Wire (ECW).

2.3.5 OTE will have access to the Beneficiary's collocation area in order to install and maintain the ICW. The Beneficiary may be present during the OTE works.

2.3.6. OTE will provide and maintain the ICWs according to the technical specifications and quality characteristics that apply for OTE's own services or for affiliated companies.

### **2.4 External Connecting Wire (ECW)**

2.4.1. The ECW is used to bridge the MDF with the Beneficiary's Intermediate Distributor, which is located outside the installations of OTE's Local exchange and inside the limits of its area.

For this, one end of the ECW is connected to an ICW at the OTE Local exchange, whereas the other end terminates at the Intermediate Distributor at the Beneficiary's premises.

2.4.2. The supply and installation of the ECW can be done by OTE, in the case there is available pipeline, on the Beneficiary's cost.

In this case, the exact length of the ECW will be made known to the Beneficiary after its placement.

The relevant cost is calculated according to the terms in Decision EETT 211/3/16.3.2001, article 4, paragraph 9.

2.4.3 The Beneficiary – as agreed beforehand - must allow access to OTE for its area, for the works of termination and maintenance of ECW. The Beneficiary must ensure that the conditions inside the distributor area, where the ECW will terminate, are such as to allow the uninterrupted work of the OTE personnel.

OTE will provide and maintain the ECWs according to the technical specifications and quality characteristics that apply for OTE's own services or for affiliated companies.

2.4.4. The minimum rental time for the ECW is 12 months. In case the Beneficiary asks for interruption of lease before the end of the abovementioned period –except cases of interruption due to special conditions (force majeure) – the Beneficiary will be charged with an amount which corresponds to the 20% of the charge for use of the ECW for the rest of the time till the completion of the period of 12 months. To calculate the abovementioned amount, the time period until the completion of the 12-month period is not calculated, during which there is alternative exploitation of the ECW.

2.4.5. In the case the Beneficiary does not wish OTE to supply and install the ECW, then the Beneficiary will do this on the Beneficiary's responsibility. In that case, the used wire will be in accordance with the OTE specifications, and the Distributor placed in the reception area (cord terminal strips etc.) that will be placed in the Beneficiary's area, will be of approved type by OTE.

In this case, the ECW will reach a point indicated by OTE (Manhole or piping well) on the Beneficiary's responsibility and then on OTE's responsibility, will be connected to an Internal Terminating Connecting Wire, which will terminate at the MDF.

2.4.6. In the case both abovementioned wires (ICW and ECW) are placed on OTE's responsibility, these can make an integrated Connecting Wire. The same applies after a relevant agreement and in the case the ECW is placed by the Beneficiary.

### **3. QUALITY CHARACTERISTICS OF THE LINE**

3.1. The feasible characteristics of the line depend on the already installed technologies on the specific wire and the quality of the specific twisted pair.

Even though in the present phase, the technologies already installed perform based on the manufacturer's specifications, it is possible that the future equipment installation of a Beneficiary will cause problems not only to the Beneficiary itself, but also to the services provided by OTE and the rest of the Beneficiaries.

3.1.1. With the reservation of the terms specified in the current agreement with the Beneficiary, the latter will use the pair which is provided with Shared Access in such a way that there will be no nuisance to the services already provided by OTE and the other Beneficiaries.

3.1.2. OTE notifies the Beneficiary, in the framework of the present document, about data relevant to the quality of services offered, especially with regards to the possibility of availability and the quality of transmission, according to article 3, paragraph 5, case (c) of the Decision EETT 229/26, OG 1303/B/9.10.2001.

### **4. CHARACTERISTICS - LIMITATIONS OF THE COLLOCATION EQUIPMENT**

For the equipment installation of the Beneficiary at the OTE Local exchanges, the following principles and/or limitation will apply, with the reservation of the cases (d) and (e) of paragraph 6, article 3 of Decision EETT 229/26, OG 1303/B/9.10.2001 :

4.1. OTE will notify the Beneficiary about:

√ The characteristics of the interconnection points of its network (including its information systems).

√ Critical parameters that evidently cause malfunction of the network of OTE and/or the other Beneficiaries, under which OTE can interrupt the provision of service after a possible briefing of the Beneficiary.

4.2. Respectively, the Beneficiary must ensure that:

√ The weight of the equipment per square meter to be installed is within the permissible safety limits of the building as specified in the Technical Collocation Investigation that has been carried out for the specific area.

√ The electromagnetic interference that comes from electrical appliances of the Beneficiary should not influence the function of the OTE equipment.

√ The required electrical power for the function of the equipment that will be installed by the Beneficiary should not exceed the power limit that can be provided without interruption of the function of the OTE equipment, as specified in the Technical Collocation Investigation that has been carried out for the specific area.

4.3. The radio equipment and Telecommunications Terminal equipment used by the Beneficiary that falls under the regulations of Directive 1999/5/EC must fulfill the regulations of this Directive. OTE may ask from the Beneficiary to produce a declaration of conformity of the abovementioned equipment to the abovementioned Directive.

4.4. The Terminal equipment in use which does not fall under the regulations of Directive 1999/5/EC, must fulfill the registered Standards and specifications at an EU level, or - in lack thereof - the standards and/or specifications set by European Organizations for Standardization [such as the European Telecommunication Standards Institute (ETSI), the European Committee for Standardization (CEN), the European Committee for Electrotechnical Standardization (CENELEC)], the international Standards or the Telecommunications recommendations or the national Standards and/or specifications.

4.5. The equipment of any type to be used by the Beneficiary, and which does not fall under the regulations of Directive 1999/5/EC must fulfill the requirements of the relevant European Directives and/or any relating laws.

### **5. ACCESS SECURITY**

5.1. In the case of physical collocation, there should be procedures of access for the Beneficiary's personnel to the collocation areas, which are agreed between OTE and the Beneficiaries.

5.2. There will be a list of persons, authorized by the Beneficiaries to access the installations area. This list will be made known to OTE in time, so that the security personnel of the OTE centers will be notified and the relevant access permission by OTE will be provided.

5.2.1. The signing of the confidentiality agreement between the Beneficiary and OTE binds all certified personnel of the Beneficiary, which visits the area of installations.

5.3. OTE, wherever and whenever decides that necessary, will have the possibility to provide escort to the personnel of the Beneficiaries during the visits to the area of collocation.

## **6. PERSONNEL SAFETY**

6.1. The Beneficiaries must follow the existing safety procedures for the equipment and the protection of the health of the OTE personnel.

6.2. Regarding issues of health protection, the collocation equipment should not endanger the health of the OTE workers in any way, nor the workers of the Beneficiary at the Local Exchanges.

6.3. According to the principle of non-discrimination and under the reservation of a different agreement with the Beneficiary, which might specify higher levels of safety for the Beneficiary's personnel, OTE is obliged to provide the Beneficiary's personnel with the same level of safety and in the same terms applied for OTE, or for affiliated companies.

## **7. INSTALLATIONS SAFETY**

7.1. It is necessary to protect the OTE installations against failures that may be caused by the Beneficiary's equipment.

7.2. In case of malfunction of the OTE network, which is evidently due to the Beneficiary, OTE will get a full refund for the costs of restoration of the failure and for possible losses due to interruption of the services provided by OTE and to possible damages at the OTE and/or third party installations, as a result of this malfunction.

7.3. In the case of malfunction of the Beneficiary's equipment, or failure of the OTE network, which affects the services provided by the Beneficiary, and which evidently is due to OTE, the Beneficiary will be fully reimbursed (for the restoration costs of the abovementioned malfunction, as long as they burden the Beneficiary, and for losses caused by the interruption of the service provision, including any damage at its installations and/or at the installations of a third party), under the reservation of those terms specified in the Service Level Agreements between OTE and the Beneficiaries.

7.4. The Beneficiaries' equipment should not violate any of the safety rules of the OTE areas (see also Appendix I). These rules refer to protection against:

- Lightning
- Fire
- Power surges
- Earthquakes
- Floods

7.5. In the case the equipment to be installed disagrees with the planning for the abovementioned protection systems, the cost of the new system design will burden the Beneficiary or the Beneficiaries that benefit from it.

7.6. The insurance cost for risks is included in the monthly payment for collocation, according to the terms specified in Decision EETT 211/3/16.3.2001, article 4, paragraph 6, text d.

## **8. DISTRIBUTION OF THE COLLOCATION AREA**

8.1. The Beneficiaries are served on a first come, first served basis according to the date of submission of the "Manifestation of Interest/ Application for Provision of Collocation Information", depending on the capabilities of the available for this purpose space.

8.2. In the case the number of interested Beneficiaries initially exceeds the capacity of the OTE areas for Physical Collocation, as presented in the technical collocation investigation that was

performed, OTE examines the possibility of area expansion, or the solution of Remote Collocation. The same applies for the case that the insufficiency of the Physical Collocation area appears later, due to raise in the demand.

8.3 If the available space and the alternative solutions prove to be insufficient, the EETT may intervene de jure, or after a Beneficiary's request, performing an inspection of the areas and identifying the difficulties that have arisen, in order to suggest the appropriate procedure for selecting among the Beneficiaries or for adjusting the offers accordingly to satisfy the maximum possible number of Beneficiaries.

## **9. INFORMATION SYSTEM**

9.1 The maintenance system for the subscriber's network and the billing system are information systems of OTE related to the subject of disengagement of the local loop.

Both systems are stand alone and do not communicate with each other or with other systems.

They both are in a process of redesign and implementation on a different platform, with a more "open" architecture

9.2. Any application submitted by the Beneficiaries for access to data of the abovementioned information systems, will be examined separately.

9.3. In any case, OTE provides the Beneficiaries with equal access to the information systems as that provided for OTE's services or for affiliated companies, with the same terms and the same time schedules.

**APPENDIX I****PHYSICAL COLLOCATION SPECIFICATIONS****1. GENERAL**

The dimensions of the available space for physical collocation in a Local Exchange (LEX), differs according to the LEX's capabilities, in available space.

OTE will try to ensure that this space permits the direct access of the Beneficiary's personnel, and also, that it contains the necessary infrastructure for the required provisions and amenities.

A specific standardized space of two - or multiple of two - racks, placed back to back, will be provided from the available space of OTE for the installation of equipment of the Beneficiary, with the reservation of a different agreement with each Beneficiary.

**2. SPACE CONFIGURATION****Space Dividers:**

The available space for the installation of the Beneficiary's equipment, which will be free of any other use, will be divided from the rest of the space with dividers made of double fire-resistant gypsum board 12.5 x 2 = 25 mm at each side, with rock wool in the middle, 5 cm thick and 40 kg/m<sup>3</sup> in weight, and with an appropriate galvanized metal frame of inverted U shape, every 40 cm.

The divider will have fire-resistance of at least 60 minutes.

The dividers will be placed from the concrete floor up to the ceiling, so that the area will be an independent fire compartment.

The walls and dividers are painted with plastic paint.

**2.1. Floors:** A false floor for the passage of wiring will be installed, which will have similar Technical Characteristics to one of the two types used at the digital centers of OTE.

In case no false floor is needed, a linoleum carpet will be placed on the floor, 2.5 mm thick, with the same resistance as the false floor.

**2.2. Ceilings:** A false ceiling will be placed made of fire-resistant mineral fiber plates, with a standard suspension system.

Appropriate fluorescent lights will be incorporated on the false roof.

The clear height of the room (below the false ceiling) will be specified after negotiations with the Beneficiaries, according to the dimensions of the space.

**2.3. Doors:** The doors to the formatted space will be 90-mins fire-resistant doors with a certificate from a competent authority, according to the fire safety regulation.

The access to the area will be permitted only with a magnetic control card.

**2.4. Door frames:** If there are any external door frames, these will be sealed with double glass panels of 5-10-5 mm.

The old glass windows will be replaced with new, according to the specifications of the technical investigation which will be carried out.

**2.5. Protection of the Equipment Against Earthquakes:** The equipment that will be placed in the area will have protection against earthquakes (support from the ceiling and floor, according to the specifications of the technical investigation for the racks).

**3. RACKS**

The racks for the placement of the Beneficiary's equipment, will be standardized according to ETSI ETS 300 119.

**4. DISTRIBUTOR BRIDGES**

The distributor to be installed will be bridged with the horizontal side of the central OTE distributor (MDF) with appropriate wire, of the required capacity.

All pairs provided to the Beneficiary via the unbundled access will be interconnected at the

horizontal side of the central OTE distributor. The interconnection will be done using an interconnecting wire of appropriate color, whereas the cord terminal strips of the ECW (or ICW) and the ends of the outgoing network will be labeled with appropriate connectors (tags).

## **5. ELECTRICAL POWER**

OTE will provide - if able (taking into account the necessary back-ups) - AC voltage from the main Public Power Corporation (DEI) network or via Power Generators in the case of interruption.

With the reservation of the present document's regulations, the requirements for electrical power, meaning the power supply by the Public Power Corporation and the Power Generators, are taken into account in the initial collocation investigation and the relevant cost burdens the Beneficiaries, according to the terms specified in the Decision EETT 211/3/16-3-2001, article 4, paragraph 6, text e.

The ability to provide uninterrupted voltage via a UPS system, will be possible only at the LEX where there is sufficiency of uninterrupted power, and the cost will burden the Beneficiary.

Initially, OTE does not intend to provide a DC supply system. If this is requested, it will be examined separately, taking into account the availability of this service. The supply cost will burden the Beneficiary.

The setup of the electrical panel will depend on the load requirements.

A special earthing bar will be allowed in the space, which will be connected to the building's earthing system.

## **6. AIR-CONDITIONING**

The air-conditioning equipment to be installed is equivalent to that provided for the digital centers of OTE ("exact" or "closed" control systems, Set point: temperature 24°C, humidity 45%). Alternatively, after a relevant request of the Beneficiary, and an agreement with OTE, common air-conditioning systems can be used. In this case, OTE is not responsible if the Beneficiary's equipment fails due to interruption or failure of operation of the air-conditioning systems installed by OTE.

## **7. FIRE DETECTION**

OTE intends to install an independent fire detection system inside the provided space, the signaling of which, will be routed to a central console of the building, or wherever requested via the administration system.

## **8. FIRE EXTINCTION**

There will be portable extinguishers in the space.

## **9. LIGHTING**

The mean luminous intensity in the area will be equivalent to that of the OTE digital centers (approx. 300 Lux on the floor).

**APPENDIX II**

**PRIVATE CONFIDENTIALITY AGREEMENT**

Today in Athens, on the \_\_\_\_\_ of year..... between, on one hand of HELLENIC TELECOMMUNICATIONS ORGANIZATION SA (OTE), under the title of OTE SA, which is based in Athens (Kifissias 99 Maroussi 15124) and is legally represented for the present contract by ....., who signs this contract and will be mentioned hereby as "OTE", and on the other hand, the company under the name..... which is based on..... street, and is legally represented for the present contract by Mr. .... who signs this contract and will be mentioned hereby as ".....", the following were mutually agreed:

..... has already showed interest for the agreement of Shared Access to the Local Loop of OTE, and with the signing of all main and subsequent contracts they will set and regulate the terms and conditions of this agreement.

During these negotiations, both companies, "OTE" and ".....", intend to disclose to each other confidential and classified information regarding the practice of business, which relates to the forthcoming cooperation between them.

In view of the above, ..... promises and guarantees, that, during the entire duration of its cooperation with OTE and for as long as the specific information remains confidential and classified, will not disclose to any third party and will not use in any way for its benefit or for any other purpose except the implementation of the agreement of Shared Access to the Local Loop, secrets or information regarding the architecture and organization of the network or any other information that is characterized as confidential by OTE.

OTE promises and guarantees, that, during the time the specific information remains confidential and classified and during the entire duration of the cooperation between OTE and the ....., will not disclose to any third party and will not use in any way for its benefit or for any other purpose except the implementation of the agreement of Shared Access to the Local Loop, secrets or information regarding the organization, the function, the products, the copyrights or any other rights and the clientele of .....

The contracting parties promise and guarantee that they will take every necessary measures to ensure the observance of the abovementioned commitment, not only by their directly involved employees, but also by any external collaborator or any other person that acts on their behalf towards the implementation of the agreement.

The contracting parties agree that the disclosure of any information which is characterized in writing as "confidential" or "classified" is forbidden. In the case of verbal disclosure of information which is characterized as confidential or classified, their confidentiality should be verified in writing within ten (10) days from the disclosure to the other contracting party.

The parties also agreed that, exception to the abovementioned term of confidentiality could only be the case where, any data or information would be disclosed to third parties after a written consent of the contracting partner, or is demanded by EETT, or any other competent authority or magistracy, or given to EETT or other competent authority or magistracy in the line of exercising the rights of the parties.

In the case where any of the contracting parties breaches the abovementioned obligation for the protection of confidentiality by negligence or by deceit, it will be liable against the contracting partner for every damage that the partner may sustain due to the abovementioned breach.

The parties acknowledge that the disclosure of confidential information between them does not comprise a proposition for cooperation between them nor does it create a basis for any other agreement between the parties.

In the case the parties do not proceed with the cooperation, the parties are obliged to stop immediately any use of the confidential information, which have been known to them and return or destroy all abovementioned information, including any copies or other documents or data that contain or incorporate this confidential information.

The obligations of the contracting parties which arise from the present contract, apply for three (3) years after the termination in any way of the relationship or cooperation that connects the parties.

The present agreement falls, for its interpretation and execution, under the Greek Law, and the Courts of Athens are the competent authorities to resolve any difference that might arise.

The present agreement document was edited in two original copies and each of the contracting parties received one.

**THE CONTRACTING PARTIES**

For OTE

.....

For the Company

.....

## APPENDIX III

### MEASUREMENTS THAT CAN BE PERFORMED BY OTE AT THE LOCAL LOOP

- A. Telephone line testing measurements (earth, connection, contact, interruption testing)
  - 1. Measurement of insulation resistance between a-earth, b-earth and between a-b (up to 10 M $\Omega$ )
  - 2. Measurement of capacitance between a-earth, b-earth and between a-b (up to 5 $\mu$ F)
  - 3. Ringing the subscriber
- B. ISDN-BRA measurements
  - 1. Voltage at S-interface and at U-interface
  - 2. Noise
  - 4. Attenuation
  - 5. Crosstalk, near-end crosstalk
- C. ADSL measurements (for which the recommendation G.996.1 of ITU-T has not been definite - Prepublished) and the applications have not been installed and thus the final measurements have not been finalized.

With reservation, the measurements for ADSL could be the following:

- 1. Frequency, level and line attenuation
- 2. Crosstalk and near-end crosstalk (NEXT, FEXT)
- 3. Noise (S/N, STD, IMD, EDD)
- 4. Power Spectrum Density (PSD)
- 5. Capacitance, current, impedance and line length.
- 6. Longitudinal balance
- 7. Complex impedance and return loss

Additional measurements that may be requested can be performed on the Beneficiary's charge, since OTE has the appropriate devices for their completion.

All ADSL measurements are performed on the Beneficiary's expense.

**APPENDIX IV**  
**APPLICATION FORMS**

**Example I: Manifestation of interest - Application for provision of information / Unbundled Access to the Local Loop - Collocation**

**Example II: Application for Technical Collocation Investigation**

**Example III: Characteristics of Racks and equipment to be installed**

**Example IV: Application for provision of Shared Local Loop**

## HELLENIC TELECOMMUNICATIONS ORGANIZATION

**MANIFESTATION OF INTEREST / APPLICATION FOR PROVISION OF  
INFORMATION FOR FULL UNBUNDLED ACCESS TO THE LOCAL LOOP –  
COLLOCATION**

**FULL ACCESS****SHARED ACCESS**

NAME:	TITLE:	
STREET:	NUMBER:	POSTAL CODE:
AREA:	PROVINCE:	
TAX NUMBER:	TAX OFFICE:	
REGISTRY NO. OF TELECOM BUSINESS WHICH IS IN POSSESSION OF A LICENSE:		
TELECOM. LICENSE DATA: <sup>1</sup>		

**DATA OF AUTHORIZED PERSON**

NAME / SURNAME:	POSITION:
TELEPHONE:	FAX:
EMAIL:	
STREET:	NUMBER:                      POSTAL CODE:
AREA:	PROVINCE:
CONFIDENTIALITY AGREEMENT SIGNED ?	YES:                      NO:

PHYSICAL COLLOCATION

REMOTE COLLOCATION

VIRTUAL COLLOCATION

**LOCAL EXCHANGES FOR PROVISION OF UNBUNDLED ACCESS TO THE SHARED LOCAL LOOP**

NO.	NAME OF LEX	MUNICIPALITY	PROVINCE

<sup>1</sup> OPTIONAL

PLACE, DATE

NAME SIGNATURE/STAMP

## HELLENIC TELECOMMUNICATIONS ORGANIZATION

**APPLICATION FOR TECHNICAL COLLOCATION INVESTIGATION**

NAME:	TITLE:
STREET:	NUMBER:                      POSTAL CODE:
AREA:	PROVINCE:
TAX NUMBER:	TAX OFFICE:
NAME OF LEGAL REPRESENTATIVE :	
REGISTRY NO. OF TELECOM BUSINESS WHICH IS IN POSSESSION OF A LICENSE:	

**DATA OF AUTHORIZED PERSON**

NAME / SURNAME:	POSITION:
TEL.:	FAX:
EMAIL:	
STREET:	NUMBER:                      POSTAL CODE:
AREA:	PROVINCE:

OTE LOCAL EXCHANGE			
POSTAL ADDRESS	STREET	NUMBER:	POSTAL CODE:
	AREA	PROVINCE	

IF THE PHYSICAL COLLOCATION IN THE LEX IS NOT POSSIBLE, ARE YOU INTERESTED IN REMOTE COLLOCATION INSTEAD?	_____	YES	NO
---	-------	-----	----

**1. PHYSICAL COLLOCATION****A. Physical, electrical and environmental requirements of collocation area**

A1. Quantity, type and characteristics of racks and equipment:

(Please fill up the attached A1)

A2. Description of the services provided \*

A3. Maximum total load AC required (in KW)

A4. Maximum heat dissipation (in KW)

A5. Max/min allowed room temperature C°

Max

Min

A6. Max/min relative humidity

Max

Min

<b>B. Use of Main OTE Network</b>		YES/NO	Number of systems
ATM connection			
E1/34Mbits/.....Mbits			
Digital circuits			
POSTAL ADDRESS OF YOUR NODE	STREET	NUMBER:	POSTAL CODE:
	AREA	PROVINCE	
	NOTES		
<b>C. Energy/ power</b>			
C1. Number of sockets (230V ac) for the portable equipment of testing and diagnosis			
C2. Do you require a UPS?			
C3. Do you require back-up power? If there is no excess of power from the already installed OTE generators, are you willing to pay the cost of their upgrade?			
<b>D. Access</b>			
D1. Number of keys or access cards for Access Control System?			
<b>E. Notes</b>			

**2. REMOTE COLLOCATION**

A. Address where the intermediate distributor is installed			
POSTAL ADDRESS	STREET	NUMBER:	POSTAL CODE:
	AREA	PROVINCE	
	FLOOR/ ROOM NUMBER		

**B. External Connecting Wires.**

YES/NO

B1. Supply of external connecting wires by OTE?

B2. Characteristics of external connecting wire:

DIAMETER (mm)

NUMBER OF PAIRS

**C. Notes**

PLACE, DATE

NAME SIGNATURE/STAMP



HELLENIC TELECOMMUNICATIONS ORGANIZATION

**APPLICATION FOR PROVISION OF SHARED LOCAL LOOP**

NAME:	TITLE:	
STREET:	NUMBER:	POSTAL CODE:
AREA:	PROVINCE:	
TAX NUMBER:	TAX OFFICE:	
NAME OF LEGAL REPRESENTATIVE :		
REGISTRY NO. OF BENEFICIARY:		
REGISTRY NO. OF CONTRACT WITH OTE:		

**DATA OF AUTHORIZED PERSON**

NAME / SURNAME:	POSITION:	
TEL.:	FAX:	
EMAIL		
STREET:	NUMBER:	POSTAL CODE:
AREA:	PROVINCE:	

**A. COLLOCATION INFORMATION.....\***

LOCAL EXCHANGE WHICH SUPPLIES THE SHARED LOCAL LOOP:.....**			
POSTAL ADDRESS	STREET	NUMBER:	POSTAL CODE:
	AREA	PROVINCE	
TYPE OF .....* COLLOCATION IN THE OTE LOCAL EXCHANGE: **			
PHYSICAL	REMOTE	VIRTUAL	

IS THE INSTALLATION OF CONNECTING WIRES COMPLETE?

END USER DATA :	TEL.CON.NO.
NAME / SURNAME:	
STREET:	NUMBER:  POSTAL CODE
AREA:	PROVINCE:

\* Name of Beneficiary \*\* Name of Local Exchange

Attached: User's authorization

User's solemn declaration

Place.....Date

THE APPLICANT

1 Optional

NAME/SURNAME:  
SIGNATURE:

**APPENDIX V:  
TARIFFS FOR SHARED ACCESS TO THE LOCAL LOOP**

Connection fee	48,348grd (141.887 Euros)
Fixed monthly fee for Shared Local Loop	2,348grd ( 6.89 Euros)*
Disconnection fee	12,000grd ( 35.22 Euros)
Fee for cancellation of Application for Shared Local Loop	6,000grd ( 17.61 Euros)
Fee for cancellation of application for External Connecting Wire	Equal to the corresponding real costs
Fee for conversion from Shared to full Access	12,000grd (35.22 Euros)
Backhaul Services	Leased lines fess apply
Preparation of area for Physical collocation	The relevant cost is pre-calculated per center
Monthly fee for collocation area use for Zone A	24,000grd (70.43 Euros)
Monthly fee for collocation area use for Zone B	20,000grd (58.69 Euros)
Monthly fee for collocation area use for Zone C	15,400grd (45.19 Euros)
Monthly fee for collocation area use for Zone D	10,800grd (31.69 Euros)
Monthly fee for collocation area use for Zone E	5,500grd (16.14 Euros)
Functional costs for use of space	10,000grd (29.35 Euros) **
Preliminary investigation of physical collocation	200,000 grd (586.94 EUROS (split to every Beneficiary)
Preliminary investigation of remote collocation	60,000 grd (176.08 Euros) (split to every Beneficiary)
Electrical Power	Will be charged according to the public Power Corporation (DEI) tariff (which includes the municipal fees, taxes, etc)
Splitter cost (POTS Splitter)	10,000grd (29.35 Euros)*
Splitter cost (ISDN Splitter)	15,000grd (44.02 Euros)*
Internal Connecting Wire cost, 100 pairs	1,180 grd/per meter (3.46 Euros / m)
Internal Connecting Wire cost, 200 pairs	2,330 grd/per meter (6.84 Euros / m)
External Connecting Wire (ECW+ICW) in existing network (of OTE construction)	Leased lines fess apply
Interconnection of External Connecting Wire of 100 pairs, constructed by the Beneficiary (ECW+ICW), (works & materials cost, for an inspectable pipe joint, with ICW)	55,000grd (161.41 Euros)
Cost of ICW up to the MDF :100 pairs x 0.6mm	1,200grd/m ( 3.52 Euros/m)
Charge for works of the ICW to a piping and up to the MDF	900grd/m ( 2.64 Euros/m)
Intermediate Distributor Rack every 100 pairs	1,500grd ( 4.4 Euros)

\* The cost of rack & support rack and the Splitter (POTS or ISDN) cost are included

\*\* It Includes the purchase of fire extinguishers, yearly fire maintenance per center, lighting, cleaning

**APPENDIX VI**  
**AUTHORIZATION**

The undersigned....., owner of .....\* connection with number ....., declare explicitly and clearly that I authorize the company .....\*\*, legally represented by the person signing the present authorization, to act on my behalf for all appropriate actions towards OTE so I can receive the voice telephony by OTE and services from the company .....\*\* by the same twisted pair of metal wires (local loop) provided by OTE via the non-voice area of frequency spectrum of the local loop.

Place..... Date.....

Authorizing person

Empowered person

Name, surname

Name, surname

Signature

Signature

\* POTS or ISDN

\*\* Beneficiary

## APPENDIX VII

### USER'S STATEMENT

The undersigned..... owner of .....connection with number  
.....declare that the following terms were made clear to me :

#### A. GENERAL

1. The required new equipment at the user's area is at least one Splitter and one xDSL modem.
2. The Beneficiary, which has the responsibility of the supply and installation of the Splitters in the area of the user, has the responsibility of operation and maintenance of the services the Beneficiary provides.
3. The Splitter in the area of the user must be compatible with the corresponding Splitter located at the area of the Local Exchange, so that it is possible to connect relevant equipment made by different manufacturers.
4. Quality characteristics of the voice telephony service (PSTN & ISDN) must not be degraded during and after the Beneficiary's works for the provision of services with the reservation of the terms of the Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop.
5. The Beneficiary has the obligation to disconnect the Splitter on the user's end, if this is the cause of interruptions for the services in the Local Loop, according to the terms of the Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop.
6. The Beneficiary does not have any right to use the trademarks or logo of OTE at the sales of services to its customers.

#### B. CHECKS - TESTS

OTE performs measurements that concern the standard telephony (capacity, insulation, potential).  
√ After a Beneficiary's request, OTE performs line quality tests to a specific twisted pair of metal wires that serves a specific user, provided that such tests have not yet been carried out, and then it provides the relevant results. The cost of these tests burdens the Beneficiary. The Beneficiary also has the right to perform measurements, and the relevant cost burdens the Beneficiary. OTE may not refuse the performance of measurements according to the terms in the Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop, pleading a possible disturbance to the user. Since the Beneficiary performs the measurement on its own, the Beneficiary is obliged to ensure that the user will undergo the least possible nuisance or get the written consent of the user to perform measurements.  
√ For the provision of services by the Beneficiary, the measurements may be performed by a crew which goes to the subscriber's premises and at the termination end on the network's side (more accurate but time-consuming and complicated procedure).  
The application of this procedure, would require a request of the Beneficiary and would burden the Beneficiary.  
√ OTE, depending on the evolution of technology and the experience gained by the ADSL systems, may follow new measurement methods, which should not lead to unjustified degradation of the quality of services provided to the user via the Shared Local Loop, in any case.

**Note:** OTE examines the possibility to install a software-based automated control system for the copper network. The user will install relevant software on his/her personal computer (PC), over which the user may perform some basic line tests, without the intervention or movement of a crew.

OTE and/or the Beneficiary, after agreement with the user, may visit the user's premises for maintenance or works to restore a failure of the services provided.

### **C. NOTICE & RESTORATION OF FAILURE**

The agreement between OTE and Beneficiary is based on the basic principle that the voice telephony service will not be affected by the services provided by the Beneficiary over the Shared Local Loop for which Shared Access is provided and vice versa, with the reservation of the obligations imposed to the parties by the applied law, in order to ensure Universal service.

The failures will be made known by the user to the company that supplies the service, as follows:

Failure of the voice telephony: OTE is responsible for accepting the fault report and for the relative restoration. OTE applies the current procedures for fault reporting and restoration.

Failure to the ADSL service provided by the Beneficiary, but the voice telephony service is working: The Beneficiary is responsible for accepting the fault report and for restoring the failure.

Simultaneous failure to both services: Both OTE and the Beneficiary accept the fault report and each of them undertakes the restoration on the service of its own responsibility. In the case one part of the failure is not restored, the other party is notified to act accordingly.

### **D. CHANGES**

1. Discontinuation of the voice telephony service by OTE (after the user's application or due to debt, with the reservation of article 9, paragraphs 2 and 3 of L. 2897/2000):
  - ❖ the Shared Access is converted to Full Access. The Beneficiary signs the Full Unbundled Access to the Local Loop agreement with OTE and undertakes the relevant obligations according to the provided offer for Full Unbundled Access to the Local Loop.
2. Discontinuation of services provided by the Beneficiary:
  - ❖ The local loop returns to the exclusive use of OTE.
  - ❖ The subscriber, together with the application to the Beneficiary for the discontinuation of service, must also notify OTE.
3. Discontinuation of both services :
  - ❖ Termination of both contracts of the relevant Beneficiaries, by the subscriber.
4. Procedures that have to take place due to discontinuation of a service, for the removal of the OTE or the Beneficiary's equipment from the user's area or other areas, are specified in the Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop.

### **E. INTERRUPTIONS DUE TO WORKS**

The local loop is part of the network and remains in the property of OTE.

1. OTE has the right to perform any tests and checks at the Local Loop, to maintain the quality of provided services via the Shared Local Loop, and secondly to achieve the maximum possible exploitation of the wire with the reservation of the regulations in the Reference Offer for Unbundled Access to the Local Loop, Part 2: Shared Access to the Local Loop
2. In cases of force majeure or due to third party works (e.g. road works) and if the continuation to some, or all of the twisted pairs of metal wires has been cut off, OTE is obliged to notify the Beneficiary, which provides services of Shared Local Loop.
3. In any case, OTE takes all necessary measures to restore any interruption in the loop, as soon as possible and without acting with discrimination.

### **F. CHARGES**

1. The Beneficiary is responsible to issue bills to users, for the Beneficiary's services.
2. In cases of complaints for user's charges for the Beneficiary's services, the Beneficiary is responsible.

3. The Beneficiary will reimburse or return fees to the user due to non-provision of service or imperfect service, if the Beneficiary is responsible. In the case where OTE is responsible, OTE will reimburse or return fees for the abovementioned reasons.

### **G. INFORMATION**

For more information regarding the Unbundled Access (Full & Shared) to the Local Loop, the users may be informed by the internet site of OTE, at [www.ote.gr](http://www.ote.gr) and [www.oteshop.gr/p\\_exeid9.htm](http://www.oteshop.gr/p_exeid9.htm).

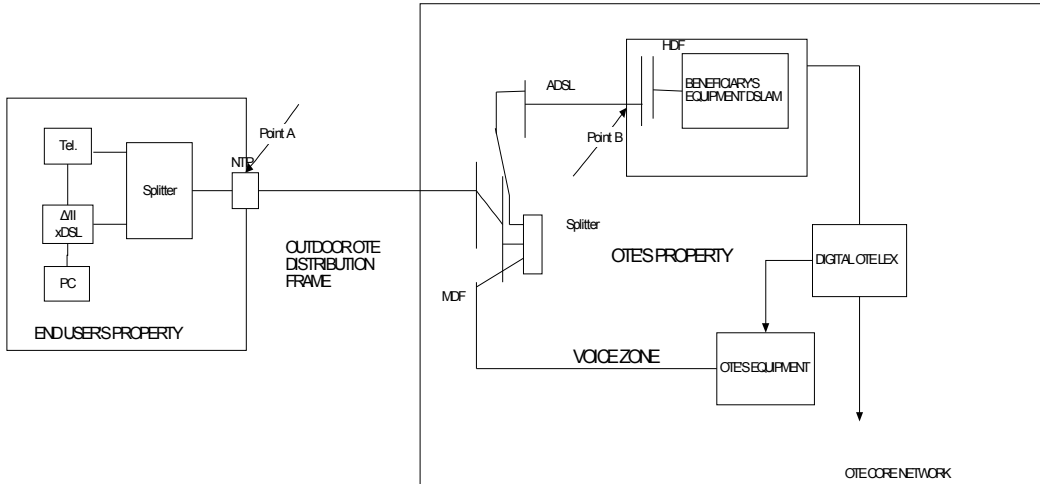
### **DECLARED BY**

**Name / surname**

Signature

APPENDIX VIII

**Fig.1. SHARED ACCESS TO THE LOCAL LOOP – SPLITTERS AT THE PREMISES OF OTE (PHYS. COLLOC.)**



**Fig 2. SHARED ACCESS TO THE LOCAL LOOP – SPLITTERS AT THE PREMISES OF OTE (REMOTE COLLOC.)**

