

No. 269/73

Approval of the Leased Lines offer of the "Hellenic Telecommunications Organization S.A. (OTE S.A.)"

THE HELLENIC TELECOMMUNICATIONS & POST COMMISSION (EETT)

Having regard to:

- a. Law No. 2867/2000 "Organization and Operation of Telecommunications and Other Provisions" (Government Gazette 273/A/2000);
- b. Law No. 703/1977 "On the Control of Monopolies and Oligopolies and the Protection of Competition" (Government Gazette 278/A/1977);
- c. Presidential Decree No. 40/1996 (Government Gazette 276/A/1996), as amended by Presidential Decree No. 156/1999 (Government Gazette 153/A/1999) in compliance with Directive 97/51/EC of the European Parliament and of the Council with regard to the amendment of Directives 90/387/EEC and 92/44/EEC of the Council, aiming at adapting the Telecommunications Sector to the competitive environment;
- d. its decision No. 211/3/16-3-2001 "Regulation with regard to the Principles Pertaining to Cost Accounting and Tariffs" (Government Gazette 466/B/2001);
- e. its decision No. 241/47/9.1.2002 "OTE New Tariffs for Leased Lines";
- f. its decision No. 251/77/24.4.2002 "Determination of Telecommunications Organizations Having Significant Market Power in the Leased Lines Market" (Government Gazette 527/B/2002);
- g. its decision No. 255/84/14.6.2002 "Regulation of issues with regard to the provision of Leased Lines" (Government Gazette 810/B/2002);
- h. OTE letter with Ref. 350/383365/7.8.2002 addressed to EETT, in which OTE submitted the Leased Lines Offer;
- i. EETT letter with Ref. 18776/Φ.305/10.10.2002 addressed to OTE, in which modifications were requested in the Leased Lines Offer submitted by OTE;
- j. OTE reply letter with Ref. 350/489713/7.11.2002 addressed to EETT, pertaining to the above EETT letter (under point i).

Whereas:

1. Pursuant to article 1, par. 4 of Law 2867/2000 (Government Gazette 273/A/2000), the basic principles that govern the organization and function of the telecommunications sector include the protection of consumers, the protection of free and sound competition and the development of telecommunications.

2. Article 8, par. 2 of the above Law stipulates that EETT is entitled to make decisions determining the following:
  - a. The Telecommunications Organizations required to provide the minimum set of Leased Lines referred to in Annex III of article 6 of Presidential Decree No. 40/1996 (Government Gazette 276/A/1996), as replaced by article 13 of Presidential Decree No. 156/1999 (Government Gazette 153/A/1999);
  - b. the procedures followed for ordering and charging for Leased Lines;
  - c. the principles applicable to the tariffs of Leased Lines which (for Organizations having Significant Market Power) must be transparent and cost-oriented;
  - d. potential restrictions in the provision and use of Leased Lines pursuant to paragraph 1 above; and
  - e. any other issue that pertains to the terms of providing Leased Lines.
3. Based on EETT decision No. 251/77/24.4.2002, OTE was appointed as a Telecommunications Organization Having Significant Market Power in the Leased Lines Market.
4. Based on the above Decision, it was stipulated that OTE is required to fulfill all the relevant obligations provided for in applicable domestic and European law.
5. Pursuant to article 3, par. 3 of Presidential Decree No. 40/1996, the requirements for the provision of open network to Leased Lines must include at least the following:
  - information about the ordering procedure followed for the provision of leased lines;
  - the typical time allowed for the delivery of leased lines;
  - the duration of the relevant agreement;
  - the typical repair time;
  - the procedure followed for the refund of fees paid.
6. Pursuant to article 3, par. 5 of the above Presidential Decree, the terms of accessing and using the Public Telephone Network must be objective, transparent and non-discriminatory.
7. Pursuant to article 3, par. 1 of EETT Decision No. 255/84/14.6.2002, any Organizations that are designated as having significant market power in the Leased Lines market are required to communicate to EETT an Offer within thirty (30) days from the publication of the EETT decision assigning them the status of an Organization Having Significant Market Power. Any Organizations that had been designated as having significant market power in the Leased Lines market prior to the publication of Decision No. 255/84/14.6.2002, are required to communicate to EETT, , an offer within thirty (30) days from the publication of the said decision.
8. Pursuant to article 3, par. 3 of the above decision, EETT shall check the Offer and make changes to the degree absolutely necessary for the application of the

provisions of applicable law, pertaining in particular to the principles of open network provision and the principles of sound competition

9. Article 4 of the above Decision determines the minimum content of the Offer that the Obligated Organization is required to publish. Pursuant to article 2 of the above Decision, an "Obligated Organization" means the Organization having significant market power in the Leased Lines market.
10. In its letter dated 350/7.8.2002, OTE submitted to EETT the Leased Lines Offer provided for in EETT Decision No. 255/84/14.6.2002.
11. In its letter dated 1877/Φ.305/10.10.2002 addressed to OTE, EETT enforced certain modifications to the Leased Lines Offer submitted by OTE.
12. In its letter dated 350/489713/7.11.2002 addressed to EETT, OTE made certain remarks on the modifications recommended by EETT; it decides:
  1. It approves the Leased Lines Offer submitted by OTE (hereunder called the "Offer"), with the following modifications:
    1. Replacement of the term "lessee" by the term "customer".

The above modification is considered necessary in order to prevent misunderstandings.

2. Before article 1, the following phrase is added:

"OTE shall have the required and suitably specialized personnel and shall fulfill its relevant obligations based on the special care required on its part due to its position in the market. This present offer shall not limit the right of OTE and its customers to negotiate better terms and procedures for the provision of leased lines. In any case, OTE shall have to abide by the principle of equal and non-discriminatory treatment".

The above addition is considered necessary in order to ensure a non-discriminatory, transparent procedure and the protection of sound competition.

3. Article 1 is amended as follows:

"This present offer shall be published in the OTE Website ([www.ote.gr](http://www.ote.gr)) and, apart from that, OTE shall provide interested parties with general information pertaining to the capability, delivery time and cost of a leased line, upon making a relevant query either in writing (e.g. by sending a relevant fax message) or on the phone, at any OTE sales point (Commercial Telecommunications Stores), Corporate Customer Management Services, and local leased lines management Services (Annex II).

The OTE replies to queries shall be given either in writing or on the phone, depending on the customer's choice, within three (3) business days from the submission of the relevant query. If no special research is required for the construction and provision of the requested line, such as in cases where the line termination points are in remote geographical areas or where the implementation of the requested line requires the installation of network infrastructure, the reply shall

be provided in writing within ten (10) days from the submission of the relevant request. The provision of the above services shall be free of charge for customers".

The above modification is considered necessary since:

- a. For legal security and regulatory certainty reasons, it is necessary for OTE to establish a written procedure.
- b. The publication of the offer on OTE' s Website is necessary in order to achieve easy, transparent and non-discriminatory consumer access to the Offer.

4. In the first paragraph of article 2, the following phrase is deleted:

"In particular, a copy of the Government Gazette in which .... has been published ... from the copies of Government Gazettes submitted".

The rest of the provisions of the said article are clear and no specific examples need to be given, as it might lead to an unjustified restriction of the provision.

5. In the second paragraph of article 2, the word "... legal ..." is deleted.

The deletion of the above word is considered necessary for reasons of clarity.

6. The first subparagraph of the fifth point of the third paragraph of article 2 is amended as follows:

"The data of the terminal equipment over which the customer makes use of the leased line, in particular the electrical and mechanical characteristics of the interface to be connected at the ends of the line".

The above modification is considered necessary in order to prevent any confusion with the network terminal equipment.

The sixth point of the third paragraph of article 2 is amended as follows:

"The duration of the agreement, definite or indefinite, in the case where the duration of the agreement is not the one specified as the minimum duration in applicable law, and especially for a definite time agreement and its duration in years".

The above modification is considered necessary for reasons of clarity.

7. The final point of the third paragraph of article 2 — "If the line is to be used by a third party too, in addition to the customer, the application – agreement shall also be signed by the said third party, which shall become jointly liable with the customer for the use of the line and the payment of relevant bills" — shall be deleted.

The enforcement of the above obligation is not justified by any provision of applicable law.

8. Article 3 is amended as follows:

"The application shall be submitted:

- To local Commercial Telecommunications Stores of OTE; or
- To competent administrators – Sales Advisors, in the case of a company for which OTE has appointed an Administrator – Sales Advisor. OTE is required to inform the competent administrator about the procedure followed for the provision of leased lines and the relevant obligations imposed on OTE.
- To local leased lines management Services, which are shown in the attachment (ANNEX II).

The application – agreement may also be sent by mail.

In the case where a customer requests a written reply on the acceptance or rejection of the application, OTE is required to provide a reply within 5 business days from the submission of the relevant application. In any case where OTE is unable to meet a request made, OTE shall have to reply to the customer in writing within 10 business days from the submission of the relevant application, providing sufficient explanation of the reasons why it is impossible to meet the request immediately and determining the new anticipated time for the provision of the line.

In the case where a customer has not made an explicit request for a reply by OTE on the acceptance or rejection of the application and OTE is unable to meet the request immediately, the stipulations set forth in the above paragraph shall apply".

The imposition on OTE of the obligation to inform competent administrators pertaining to the procedure followed for the provision of Leased Lines and the relevant obligations imposed on OTE is necessary for ensuring more effective service to customers.

The rest of the modifications are necessary in order to ensure a clear and free from unjustified delays procedure for the processing of applications.

9. Paragraph 1 of article 4 is amended as follows:

"Upon submission of the application:

- The application shall be forwarded to the competent leased lines management Services (ANNEX II).
- The application shall be checked to ensure that it is filled out properly, any potential omissions are identified and clarifications are requested from the customer in writing. If the customer does not send the required clarifications in writing within a reasonable deadline set by OTE, the application shall not be forwarded until the required clarifications are provided. In any case, the clarifications required by OTE shall pertain exclusively to substantial omissions in filling out the relevant application form by the customer and shall by no means bring about any unjustified delays in the ordering and delivery procedure of the leased line. In the above case, the application submission date shall be the date when the additional clarifications are provided, and the said date shall be the starting point for calculating the line delivery deadline.
  - Input of an application to the Information System used for monitoring leased lines, approval of request, issuance – forwarding of order to OTE

Central and District Services responsible for meeting the request.  
Required time up to 5 days from the application submission date.

All the above procedures shall be common for all types of leased lines".

The above modification is considered necessary for the following reasons:

- a. For legal security and regulatory certainty reasons, it is necessary for OTE to establish a written procedure.
- b. The rest of the modifications are necessary in order to prevent any unjustified delays in the procedure followed for the ordering and delivering of Leased Lines.

10. Paragraph 3 of article 4 is amended as follows:

"Based on the above actions, the total maximum (typical) time period for the delivery of a leased line, that is the exact time from the date when an application is duly submitted until the delivery of the leased line by OTE, ready to be used, depending on the line type, is as follows:

- Analogue lines M-1040: Required time 25 days.
- Analogue lines M-1020/M-1025: Required time 34 days.
- Digital 64 Kbit/s lines: Required time 34 days.
- Digital 2 Mbit/s (unstructured) lines: Required time 40 days.
- Digital 2 Mbit/s (structured) lines: Required time 45 days.
- Other digital lines (128 - 1024 Mbit/s): Required time 38 days.

The above times shall cover 95% of the cases for each category of leased line. Any special cases where copper infrastructure has not reached a customer's premises due to the fact that the existing infrastructure is covered or due to the remote geographic location of the termination points of the line, shall be included in the other 5% of the cases for each category of leased line.

Any potential delays in the above procedures, for which the customer is responsible, such as the lack of internal network in the building and the non-prompt procurement of terminal equipment by the customer for making use of the leased line, shall not be included in the calculation of the above delivery deadlines.

In the said cases, and if the leased line is constructed up to the network termination end-points A and B, OTE may consider the line ready to be used end-to-end and may start charging for it".

The above additions follow the definition of article 4 of Directive 92/44/EEC, as amended by article 2, par. 5 of Directive 97/51/EC, which stipulate that the Leased Line delivery deadlines refer to the maximum delivery times. The said additions are considered absolutely necessary for the application of the provisions of applicable law, pertaining in particular to the principles of open network provision and the principles of sound competition, since Leased Lines are, for the time being, a necessary prerequisite for alternative providers to be able to compete OTE on a national scale and have access to all end users. Thus, any longer delivery

deadlines might slow down the development of competition in the Leased Lines market and have a negative effect on the telecommunications markets directly associated with the provision of Leased Lines, such as Interconnection and Local Loop Unbundling (LLU). The deadlines referred to in paragraph 3 pertain to 95% of the cases for each category of Leased Line, taking into account Directive 97/51/EC and article 2 of EETT Decision No. 255/84/14.6.2002 "Regulation of Issues With Regard to the Provision of Leased Lines" (Government Gazette 810/B/2002). Finally, it is mandatory not to include "non-prompt response" as a reason for a delay caused by the customer, since the interpretation of the term "non-prompt" might lead to legal insecurity and regulatory uncertainty.

11. The fourth subparagraph of the fourth paragraph of article 4 is amended as follows:

"If no relevant provision has been made, and on condition that a customer has not cancelled the application for the relevant provision, the ordering and delivery procedures shall commence from the date when the access network is set up and equipped with the appropriate transmission and (de-)multiplexing systems".

The above addition is considered necessary for reasons of clarity.

12. Article 5 is amended as follows:

"Analogue leased lines M-1020/1025 shall be delivered to a customer upon completion of end-to-end quality measurements and after a certificate of the measurement results has been provided and the customer's representatives have signed the body of the certificate. Leased lines of other categories shall be delivered after the set-up of the appropriate transmission and multiplexing equipment at the line termination points and the end-to-end evaluation and testing by the OTE Management Center or in cooperation with the customer in accordance with the technical standards or/and specifications provided for in applicable Greek and European law. In that case, the delivery of the line shall be confirmed by a fax message sent by OTE.

In any case, after the performance of successful tests on the line by OTE, a delivery and acceptance certificate must be signed between the customer and OTE, except if the customer does not wish so".

The above modification is considered necessary for the following reasons:

- a. In order to prevent any OTE's abusive interpretation on the part .
- b. In order to ensure that, in any case, there will be no doubts regarding the quality of the Leased Lines delivered to customers.
- c. For legal security and regulatory certainty reasons, it is necessary for OTE to establish a written procedure, as well as to sign a delivery – acceptance certificate. The said procedures do not introduce any delays in the total process set for the delivery of Leased Lines.

13. In the first subparagraph of article 6, the phrase "... 1, 2, 3, etc. years or ..." shall be deleted.

The above modification is considered necessary for reasons of legal clarity.

14. In the third subparagraph of article 6, the following phrase is deleted: "... and the procedures followed for ordering and constructing the line shall be different from the ones followed for permanent leases. Relevant tariffs shall be different from those of permanent leases, as shown in the attached ANNEX III, which shows the tariffs of temporarily leased lines as currently applicable".

The procedures followed for ordering and constructing lines for leases that are shorter than 6 months must not be different from the procedures followed for ordering and constructing other Leased Lines. In addition, the modification recommended by OTE that reference to tariffs for temporary Leased Lines shall be made in article 24 of the offer is accepted.

15. The first paragraph of article 7 is amended as follows:

"Customers shall report faults on the phone (by calling number 122 free of charge) or by sending a relevant fax message (to fax number 210 8839168) to the fault reporting Centers of OTE, on a 24-hour basis, all year round. The reports shall be recorded in a special form and shall be immediately forwarded to competent fault restoration technical crews that are specialized in dealing with each type of leased line. To deal with a fault more effectively, a customer's report may include, among other things, the following: the identification of the line (which also includes the type of line, the agreement registration number, the access line number and the termination points of the line), the fault starting time, a description of the fault and the customer contact information (such as corporate name and contact telephone number)".

The above modification is considered necessary since fault reporting must also be done by sending a relevant fax message, for transparency and non-discrimination reasons.

16. At the end of article 7, the following paragraph shall be added: "In the case where OTE is the first one to detect the existence of a failure, it is required to inform the customer immediately. The said information must include at least the following: the identification of the line, the fault starting time and the anticipated repair time".

The addition of the above paragraph is considered necessary for those cases where OTE is the first to detect a fault, so as to prevent any unjustified delays in the repair procedure.

17. The first subparagraph of article 8 is amended as follows:

"OTE shall repair, without any delay, any fault in its installations, pursuant to the stipulations set forth in paragraph 9 of this present offer".

The above modification is considered necessary in order to clarify the fault restoration procedure.

18. Paragraph 1 of article 8 is amended as follows:

"VISITING TIME DETERMINATION PROCEDURE



In the case where it is necessary for OTE technicians to visit the premises of a customer, a relevant appointment shall be arranged upon consultations between OTE and the customer.

If the fault cannot be repaired within the guaranteed time, whereby the customer is provenly responsible for that, then a new meeting may be arranged and the relevant cost shall be borne by the customer.

In that case, the delay time shall not be included in the fault restoration guaranteed time".

The above modification is considered necessary in order to clarify the fault restoration procedure and make it more effective.

19.Paragraph 2 of article 8 is amended as follows:

"OTE shall send a relevant fax message to inform the customer about fault restoration, while at the same time also it shall be contacting the customer on the phone.

The said notification by OTE must include at least the identification of the line, the fault restoration time and the cause of the fault".

The above modification is considered necessary in order to clarify the procedure followed for informing customers about fault restoration.

20.Article 9 is amended as follows:

"For each type of leased line (in 80% of the cases) fault restoration shall be effected within such deadlines from the fault reporting time as set forth in the following table.

As for the remaining 20% of the cases, for each type of leased lines, OTE shall make all possible effort to ensure prompt and effective fault restoration, with respect for the principles of proportionality and non-discrimination".

**Chart 1: FAULT RESTORATION GUARANTEED TIMES**

<b>CATEGORY OF LEASED LINE</b>	<b>FAULT RESTORATION TIME</b>
<i>Analogue, ordinary quality voice bandwidth</i>	<i>The fault is repaired within seven (7) hours from the time when it is reported.</i>
<i>Analogue, special quality voice bandwidth</i>	<i>The fault is repaired within seven (7) hours from the time when it is reported.</i>
<i>Digital 64 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, structured 2,048 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, unstructured 2,048 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, unstructured 34,368 Kbps</i>	<i>The fault is repaired within three (3) hours from the time when it is reported.</i>
<i>Digital, structured 139,264 Kbps</i>	<i>The fault is repaired within three (3) hours</i>

	<i>from the time when it is reported.</i>
<i>Digital, unstructured 139,264 Kbps</i>	<i>The fault is repaired within three (3) hours from the time when it is reported.</i>
<i>Digital 155 Kbps</i>	<i>The fault is repaired within two (2) hours from the time when it is reported.</i>

The fault restoration times shall be modified based on the times given in a relevant OTE letter (ΑΠ ΟΤΕ 350/380553/1.5.2002) addressed to EETT, which have also been communicated to the European Commission. The above letter does not make any reference to the said times being average times. In addition, in an effort to prevent potential misinterpretations, the relevant ONP document (ONP COM00-34rev1) had been attached to the EETT letter sent to OTE for obtaining more information (Reg. No. EETT 6037/Φ.305/11.4.2002), which included the definitions for the delivery and fault restoration times. Based on the above, the allegations made by OTE that the times referred to were average times cannot be accepted.

21. In article 10, the following subparagraph is added:

"In any case, the time spent for test measurements performed by OTE shall be included in the leased lines delivery deadlines, as referred to in paragraph 4.3 of this present offer, respectively".

The times spent for test measurements must be included in the line delivery deadlines, also pursuant to EETT Decision 255/84/14.6.2002. The above modification is considered necessary in order to clarify the procedure followed for the delivery of Leased Lines.

22. The second last paragraph of article 10 is amended as follows:

"OTE may perform rerouting, checks and tests as part of the works carried out for the management of its network. OTE shall inform customers in advance about the recommended time schedule of the management/maintenance works carried out and shall also mention the reason for the said works. Based on the principle of proportionality, where objectively possible, the above works shall be carried out by OTE during low telecommunication services traffic hours. More specifically, in the cases where the function of leased lines is to be interrupted, a relevant prior agreement must be concluded with the customer and all appropriate measures must be taken in order to minimize any negative impact on the function of the leased line. In any case, during the performance of test measurement, rerouting and control procedures, OTE shall ensure equal and non-discriminatory treatment".

The above modification is considered necessary for transparency reasons, as well as in order to ensure the prevention of discriminatory treatment.

23. The last subparagraph of article 10 is deleted.

The last subparagraph of article 10 is a repetition of the fifth paragraph of the same article, which is the reason for its deletion.

24. In the first subparagraph of article 12, the phrase "pursuant to the provisions of Presidential Decree No. 44/2002 (Government Gazette 44/A/2002)" is added.

The above modification is considered necessary in order to specify the approved types of terminal equipment.

25. In article 13, the phrase "... monthly fee, connection fee, time of continuous cutoff for which a fee refund is made due to a fault ..." is deleted.

It is believed that the above stipulations must not be included in the application form either, in order to prevent discriminatory treatment.

26. Article 14 is added as follows:

"14. FORCE MAJEURE

In a case of Force Majeure neither party shall be liable for any delay or failure to execute all or part of the Agreement.

The party affected by the Force Majeure shall notify the other party as soon as possible about the incident and the reasons that establish the Force Majeure, as well as the estimated duration of the Force Majeure incident. In addition, it shall try to limit the consequences of the Force Majeure. The affected party shall notify the other party about the end of the Force Majeure incident and shall restart the functions interrupted by the said Force Majeure incident.

The above modification is considered necessary in order to specify the consequences of the existence of a Force Majeure incident pursuant to the meaning of the said term given in the Civil Code.

27. In the first subparagraph of article 15.1, the phrase "... has already come to its knowledge ..." is added, and the phrase "... is known to OTE, so it need not be notified ..." is deleted.

The above modifications are considered necessary for clarifying and ensuring transparency in the fault reporting procedure.

28. Article 15.2 is amended as follows: "... providing the corresponding credit in the first telecommunications bill issued for the same or another telecommunications access line of the client or by a credit invoice no later than 60 days from the end of the time when the line was not used by the customer".

The above modification is considered necessary in order to clarify the procedure followed for refunding already paid fees.

29. In the first subparagraph of article 16, the phrase "or per month" is deleted.

The above modification is considered necessary in order to prevent any discriminatory behavior. Anyway, based on OTE letter dated 350/489713/7.11.2002, OTE has started a program for issuing bills per month. When the program is completed, the monthly bill option may be included in the Offer.

30. The second subparagraph of the third paragraph of article 16 is amended as follows: "The payment deadline is set to 30 days from the bill issue date, on

condition that the bill is sent within at maximum 5 days from its issue date. Instructions pertaining to bill payment shall be given on its reverse page".

The above modification is considered necessary in order to prevent the existence of long periods between the issuance of bills and sending them to customers.

31. The first subparagraph of the fourth paragraph of article 16 is amended as follows: "OTE is required, upon a relevant request made by a customer, to issue one single bill per customer, which shall include the fees for all the leased lines of the customer, as well as the fees of other telecommunications connections of the customer".

The above modification is considered necessary since the obligation of OTE to send one single bill is provided for in article 7 of EETT Decision No. 255/84/14.6.2002.

32. The first paragraph of article 17.1 is amended as follows: "If a leased line bill is not paid within the set deadline, OTE may proceed to cut off the line temporarily, 15 days from the communication of a relevant written notice to the customer".

The above modification is considered necessary in order for the OTE Offer to comply with article 9, par. 2 and 3 of Law No. 2867/2000.

33. The second paragraph of article 17.1 is amended as follows: "OTE may terminate the agreement 60 days after the temporary interruption of the provision and after communicating a relevant written notice to the customer, provided that the bill is still unpaid".

The above modification is considered necessary for the OTE Offer to comply with article 9, par. 2 and 3 of Law No. 2867/2000.

34. The first paragraph of article 17.2 is amended as follows:

"In the case where the terminal equipment connected to the termination points of the leased line is not of approved type and it is proven that it causes problems to the network, OTE shall inform the customer about that and shall set a reasonable and objectively justified deadline for the replacement of the said equipment. If the said deadline expires without any action taken, OTE may proceed to cut off the leased line temporarily after 15 days have passed from the communication of a relevant written notice to the customer and may proceed to terminate the agreement 30 days after the temporary interruption of the provision and after communicating a relevant written notice to the customer".

The above modification is considered necessary for the OTE Offer to comply with article 9, par. 2 and 3 of Law No. 2867/2000.

35. A second paragraph is added to article 17.2 as follows: "In the cases where it is proven that the terminal equipment creates substantial problems pertaining to the maintenance of the security and integrity of the OTE network, OTE may proceed to cut off the leased line temporarily even prior to the completion of the 15-day period from the communication of a relevant written notice to the customer. In such cases

OTE shall communicate to the customer in writing the evidence that proves the necessity of the immediate cutoff".

The above modification is considered necessary in order to maintain the security and integrity of the OTE network and ensure that the transparency of customer information procedures is not compromised.

36. The second subparagraph of article 18 is amended as follows: "OTE shall have to provide sufficient justification for the amount of the expenses incurred, whereas in any case, the amount requested by OTE for expenses incurred may not exceed the connection fee of the leased line as determined in the applicable OTE Tariff sheet".

The above modification is considered necessary in order to ensure transparency and non-discriminatory treatment.

37. In the first paragraph of article 21 the following subparagraph is added: "Each Transit Exchange is identified by an Area Code (e.g. the Athens Transit Exchanges have the following Area Code: 21)".

The above addition is considered necessary in order to clarify the procedure followed for the relocation of the termination points of leased lines.

38. The second paragraph of article 22 is amended as follows: "On condition of the provisions on the protection of competition, in the case where a customer terminates a definite time leased line agreement, whereby OTE is not responsible for that, prior to the expiration of the agreed time and provided that the discount set forth in the OTE tariffs is applicable to the monthly fee, the customer shall be required to pay the difference between the paid monthly fee and monthly fee without the discount, retrospectively, from the date when the agreement entered into force. In addition, in the case where an agreement is terminated prior to the expiration of the six-month (6-month) minimum lease time, the customer shall be required to pay the corresponding fees until completion of the 6-month period".

The above modification is considered necessary in order to ensure transparency and non-discriminatory treatment.

39. In article 23, the following subparagraph is added: "The letter of guarantee or pecuniary guarantee must be submitted within a reasonable time, which shall be no less than eighteen (18) business days from the submission of a relevant request by OTE to the customer. Alternatively, a customer may provide another form of guarantee, which OTE is not entitled to reject unjustifiably. The guarantee payment application by OTE shall by no means cause any delays in the time schedules for the delivery of leased lines neither shall it cause any changes in the time schedules and procedures for the provision of leased lines".

The above modification is considered necessary in order to clarify the guarantee submission procedure.

40. In article 24, after the first paragraph, the following subparagraph is added: "Tariffs are divided into wholesale and retail ones. All telecommunications undertakings providing services to third parties are entitled to wholesale prices".

The above modification is considered necessary in order to point out the difference between wholesale tariffs for the provision of Leased Lines and retail tariffs.

41. In article 24, under point i, the following phrase is deleted: "... which is either paid in advance at the OTE offices by issuing a special service invoice, a copy of which is submitted along with the application filed for the provision of a leased line or ...".

The advance payment of fees for the provision of Leased Lines is not in accordance with applicable Greek and European Law.

42. In article 24, a subparagraph is added as follows: "The tariffs for temporary leased lines are shown in annex III".

Based on a modification recommended by OTE.

43. At the end of article 24, a subparagraph is added as follows: "In the case where OTE has made provision for a discount policy, this shall enter into force within forty five (45) days from its publication, as provided for in EETT Decision No.255/84/2002 (Government Gazette 810/B/2002) or in the case where such discount policy is revised or canceled from a corresponding provision of applicable law. Any given applicable discount policy shall be attached as annex VII to this present decision and shall be an integral part thereof".

The above modification is considered necessary in order to ensure transparency and non-discriminatory treatment.

44. Article 26 is added as follows:

**"PENALTIES PERTAINING TO THE PROVISION OF LEASED LINES TO TELECOMMUNICATIONS UNDERTAKINGS**

In the cases where pursuant to applicable law OTE is required to abide with maximum delivery deadlines, as determined in paragraph 4.3 of this present Offer, and these pertain to the wholesale provision of leased lines (provision of leased lines to telecommunications undertakings), if the maximum delivery time is exceeded, OTE shall be required to pay a penalty to the customer, which shall be determined based on the concluded agreement between the involved parties. In the case where the parties cannot agree on the amount of the said penalty through a negotiation carried out in good faith, whereby the customer is not responsible for that, the penalties shown in the following chart shall apply, the forfeiture of which shall be effected on condition that there has been an unjustified delay in the delivery of leased lines pursuant to this present Offer. The payment of a penalty shall not relieve OTE from any further compensation to be paid in the case where there is further damage suffered by the customer, whereby OTE is responsible for that.

<i>Delay (calendar days beyond the maximum delivery time)</i>	<i>Penalty</i>
1 – 2	15% of the monthly fee
3 – 7	25% of the monthly fee
8 – 15	50% of the monthly fee
16 – 30	100% of the monthly fee

<i>Over 30 days</i>	<i>150% of the monthly fee, and 200% of the daily fee for each further day of delay</i>
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OTE shall not be required to pay a penalty to the customer in those cases where the delay in the wholesale provision of leased lines does not exceed 5% of the cases of wholesale provision of leased lines for each type of leased lines. In the above cases, OTE shall be required to inform the customer about its inability to meet the customer's request immediately pursuant to the stipulations set forth in article 3 of this present Offer. The above cases shall by no means exceed 5% of the cases of wholesale provision of leased lines for each type of leased lines. In the case where, following the expiration of the monitoring time set by EETT, which is equal to one calendar year, it is found that the above cases have exceeded 5% of the cases of wholesale provision of leased lines for each type of leased lines, OTE shall be required to pay to the customer a penalty pursuant to the stipulations set forth in the above paragraph, for those cases that correspond to over 5% for each type of leased line. In those cases, the payment of the corresponding penalties shall be effected in the second bill issued following the expiry of the monitoring time set by EETT, which is equal to one calendar year.

In the cases where pursuant to applicable law OTE is required to abide with maximum fault restoration times, as determined in paragraph 9 of this present Offer (only for the types of lines referred to in Table 2 of paragraph 11 of this present Offer), which pertain to the wholesale provision of leased lines, if the set maximum times are exceeded, OTE shall be required to pay a penalty to the customer, which shall be determined based on an agreement concluded between the parties involved. In the case where the parties cannot agree on the amount of the said penalty through a negotiation carried out in good faith, whereby the customer is not responsible for that, the penalties shown in the following table shall apply, the forfeiture of which shall be effected on condition that there has been an unjustified delay in the repair of leased lines pursuant to this present Offer. The payment of a penalty shall not relieve OTE from any further compensation to be paid in the case where there is further damage suffered by the customer, whereby OTE is responsible for that.

<i>Delayed restoration</i>	<i>Penalty</i>
<i>4 hours</i>	<i>10% of the monthly fee</i>
<i>5 – 8 hours</i>	<i>50% of the monthly fee</i>
<i>8 – 10 hours</i>	<i>100% of the monthly fee</i>
<i>Over 10 hours</i>	<i>150% of the monthly fee, and 200% of the daily fee for each further hour of delay</i>

OTE shall not be required to pay a penalty to the customer in those cases where the delay in the repair of leased lines does not exceed 20% of the cases of leased line repair for each type of leased lines. In the case where, following the expiration of the monitoring time set by EETT, which is equal to one calendar year, it is found that the above cases have exceeded 20% of the cases of leased line repair for each type of leased lines, OTE shall be required to pay to the customer a penalty pursuant to the stipulations set forth in the above paragraph, for those cases that correspond to over 20% for each type of leased line. In those cases, the payment of the corresponding penalties shall be effected in the second bill issued following the expiry of the monitoring time set by EETT, which is equal to one calendar year.

The above amounts shall be paid irrespective of the amounts paid pursuant to paragraph 15.1 of this present Offer".

The above modification is considered necessary for reasons of legal security and regulatory certainty, as well as in order to ensure a transparent, effective and non-discriminatory and free from delays procedure for fault restoration.

45. The second paragraph of the Agreement is replaced as follows:

"The said lease, if not otherwise provided for in this present Agreement, shall be governed by the provisions of applicable telecommunications law, as applicable at any given time, the applicable law on competition, the law on the protection of consumers, the law on the protection of personal data, the relevant terms of the Telephony Regulation on leased circuits, and any given applicable OTE tariffs".

The above modification is considered necessary for reasons of legal security and regulatory certainty.

46. The first paragraph of the 1<sup>st</sup> clause of the Agreement is replaced as follows:

"This present agreement is concluded for the time indicated on the first page, with a mandatory minimum duration equal to six (6) months, whereas the LESSEE'S obligation to pay the fees shall commence from the day following the date when the ready-to-use line is delivered".

The above modification is considered necessary for reasons of clarity, as well as in order for the Agreement to comply with the stipulations set forth in the OTE Leased Lines Provision Offer, as approved by EETT.

47. The third paragraph of the 1<sup>st</sup> clause of the Agreement is replaced as follows:

"In the case of a definite time agreement, for which special discount fees have been agreed upon, if the Lessee terminates the agreement prior to the agreed time, whereby the Lessee is responsible for the said termination, the Lessee shall be required to pay an amount equal to the difference between the basic OTE price and the special discount fees for the actual duration of the lease. The above shall be on condition that OTE fulfills its obligations based on the law on competition".

The above modification is considered necessary in order to prevent any behaviors on the part of OTE that do not comply with the applicable law on competition.

48. The seventh paragraph of the 1<sup>st</sup> clause of the Agreement is replaced as follows:

"The above clauses shall also apply in the cases where the capacity of a leased line is changed (increased or decreased)".

The above modification is considered necessary for reasons of clarity.

49. The second last and last paragraphs of the 1<sup>st</sup> clause of the Agreement are replaced as follows:



"The lease of a line may be interrupted in a case of a Force Majeure incident for as long as the said Force Majeure incident lasts, whereby the seven-working-day (7-working-day) deadline shall not be applicable and the Lessee shall have no right other than the refund of the amount corresponding to the time when the line was not used by the Lessee. The Force Majeure shall have the meaning ascribed to it in the Civil Code".

The above modification is considered necessary in order for the Agreement to comply with the OTE Leased Lines Provision Offer and the applicable provisions of the Civil Code.

50. The 2<sup>nd</sup> Clause of the Agreement is replaced as follows:

"If the leased line is used for the provision of telecommunication services to the public, the Lessee is required to take care of all the procedures for the legalization of its activity, as provided for in applicable law".

OTE shall no longer have exclusive privileges and thus the above modification is considered necessary for the Agreement to comply with applicable law on telecommunications (Law No. 2867/2000, etc.) and the law on competition.

51. The second paragraph of the 3<sup>rd</sup> clause of the Agreement is replaced as follows:

"The lessee shall have the objectively required premises and shall provide, without demanding anything in return, the electric power required for the supply of the said equipment".

The above modification is considered necessary for reasons of clarity, as well as in order to prevent any potential abusive behaviors on the part of OTE.

52. The 4<sup>th</sup> clause of the Agreement is replaced as follows:

"OTE shall be entitled, in objectively justified cases, to intervene in a leased line in order to ascertain the quality of communication and restore faults pursuant to the provisions set forth in the Leased Lines Offer".

The above modification is considered necessary for reasons of clarity, as well as in order to prevent any potential abusive behaviors on the part of OTE.

53. The last paragraph of the 5<sup>th</sup> clause of the Agreement is replaced as follows:

"In the case where the above fees and amounts due are not paid promptly, OTE is entitled to cut off the leased line temporarily after 15 days have passed from the communication of a relevant written notice to the Lessee. The final cutoff of the leased line and the termination of the agreement shall be permitted only after 60 days have passed from the temporary cutoff and after communicating a relevant written notice to the Lessee. At the same time, OTE shall be entitled to take any other measure required for collecting the amounts due. In the case where the agreement is terminated prior to the completion of the minimum 6-month lease time, the provisions set forth in clause 1 of this present Agreement shall apply respectively".

The above modification is considered necessary in order for the Agreement to comply with the Leased Lines Provision Offer and Law No. 2867/2000 (article 9, par. 2 and 3 of same).

54. The first paragraph of the 6<sup>th</sup> clause of the Agreement is replaced as follows:

"OTE shall be required to maintain the line leased out based on this present agreement, pursuant to the provisions set forth in this Offer, which is approved by EETT".

The above modification is considered necessary for reasons of clarity, as well as in order for the Agreement to comply with the Leased Lines Provision Offer.

55. The second paragraph of the 6<sup>th</sup> clause of the Agreement is replaced as follows:

"The Lessee is required, in case of fault, to notify OTE immediately in order for the latter to take the necessary measures for the restoration of the fault, pursuant to the provisions set forth in its Offer, which is approved by EETT".

The above modification is considered necessary for reasons of clarity, as well as in order for the Agreement to comply with the Leased Lines Provision Offer.

56. In the last paragraph of the 6<sup>th</sup> clause of the Agreement, the following phrase is deleted: "The compensation amount shall be determined by OTE ... at the time when the fault was caused".

The above modification is considered necessary since the Greek law does not justify the unilateral determination of compensation.

57. The first paragraph of the 7<sup>th</sup> clause of the Agreement is replaced as follows:

"Without prejudice to a Lessee's right to demand compensation for any further damage the Lessee may suffer due to that, in the case where the leased line is cut off, whereby the Lessee is not responsible for that, a discount is provided on the fee, if the line has been cut off for at least ..... hours on end, pursuant to the provisions set forth in its Offer, which is approved by EETT".

The above modification is considered necessary for reasons of clarity, as well as in order for the Agreement to comply with the Leased Lines Provision Offer.

58. The second, third and fourth paragraphs of the 7<sup>th</sup> clause of the Agreement are deleted, since they include provisions that are not justified by the Leased Lines Provision Offer, other laws on telecommunications and the law on competition.

59. At the end of the 9<sup>th</sup> clause of the Agreement, the following phrase is added:

"The parties shall seek another method for meeting the additional demand that complies with the upgrading or modernization of the OTE network".

The above modification is considered necessary for reasons of clarity, as well as in order to prevent any potential abusive behaviors on the part of OTE.

60. A 10<sup>th</sup> clause is added to the Agreement as follows:

"This present Agreement shall be construed and supplemented by any given Leased Lines Provision Offer, which shall be approved by EETT".

The above addition is considered necessary for clarity, legal security and regulatory certainty reasons.

61. In the fifth paragraph of Annex V, the phrase "... and send a relevant fax message ..." is added.

The above modification is considered necessary in order for the fault reporting procedure described in the annex in question to comply with the fault reporting procedure described in article 7 of the Offer.

II. It imposes on OTE the following obligations:

1. To keep statistics about the provision of Leased Lines, pursuant to article 11 of EETT Decision No. 255/84/14.6.2002 (Government Gazette 810/B/2002).
2. To attach to the Leased Lines Provision Offer the discount policy applicable at any given time.
3. To take all necessary actions in order to comply with the stipulations set forth in this present Decision.

III. Sets the monitoring time to one calendar year, which begins from the date when this present Decision is published.

IV. The text of the OTE Leased Lines Offer, as amended, pursuant to the above (under I), is as follows:

OTE S.A.  
COORDINATION AND CONSTRUCTION  
CONTROL DIVISION  
NETWORK SERVICES PROVISION SUBDIVISION

LEASED LINES OFFER

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OTE provides leased lines under the terms, conditions and procedures described hereunder:

OTE shall have the required and suitably specialized personnel and shall process its relevant obligations based on the special care required on its part due to its position in the market.

This present offer shall not limit the right of OTE and its customers to negotiate better terms and procedures for the provision of leased lines. In any case, OTE shall have to abide by the principle of equal and non-discriminatory treatment.

## 1. PROVISION OF INFORMATION

This present offer is published in the OTE Website ([www.ote.gr](http://www.ote.gr)) and, apart from that, OTE shall provide interested parties with general information pertaining to the capability, delivery time and cost of a leased line, upon making a relevant query either in writing (e.g. by sending a relevant fax message) or on the phone, at any OTE sales point (Commercial Telecommunications Stores), Corporate Customer Management Services, and local leased lines management Services (Annex II).

The OTE replies to queries shall be given either in writing or on the phone, depending on the customer's choice, within three (3) business days from the submission of the relevant query. If special research is required for the construction and provision of the requested line, such as in cases where the line termination points are in remote geographical areas or where the implementation of the requested line requires the installation of network infrastructure, the reply shall be provided in writing within ten (10) days from the submission of the relevant request. The provision of the above services shall be free of charge for customers.

## 2. APPLICATION FOR THE PROVISION OF A LEASED LINE

The special leased line agreement application form (ANNEX I), which shall be available at all OTE sales points, shall be filled out by customers, shall be signed by the legal representative in the case of companies or other Legal Persons and shall be submitted accompanied by the relevant documents of legalization of the company.

In the case of natural persons, the application – agreement shall be signed by the natural person himself/herself or his/her representative and shall be submitted accompanied by a photocopy of his/her Police Identification Card or Passport or any other public documents testifying to the applicant's identity, as well as the relevant documents of authorization if the application is submitted by the applicant's representative.

The application must be completely filled out by the customer and must include the following information:

- All the details of the applying "Customer", such as the corporate name of a company or the full name of a natural person, the registered office, the Taxpayer's Identification Number, the competent Tax Office, etc.
- The type of leased line — such as local, long-distance, international, analogue, digital, 2 wire or 4 wire — the quality of the line in the case of analogue lines or the bitrate of the line in the case of digital lines.
- Any potential additional requirements by the customer during the line construction and routing procedure. The said requirements shall be met under the terms of clause 9 of the leased lines agreement.
- Complete data pertaining to the termination points of the leased line, such as the name of the termination points, the complete address of the termination points, the details of contact persons at each termination point, etc.
- The data of the terminal equipment over which the customer makes use of the leased line, in particular the electrical and mechanical characteristics of the interface to be connected at the termination points of the line. In particular for analogue leased lines M-1040 used for voice, the terminal equipment of the termination points shall determine the method employed for the construction – wiring of the line. As for other types of leased lines, it is necessary to indicate the type of terminal equipment in order to ascertain that the "Type Approval" required by the law for the said equipment has been obtained.
- The duration of the agreement, definite or indefinite, in the case where the duration of the agreement is not the one specified as the minimum duration in applicable law, , and especially for a definite time agreement and its duration in years.
- Complete bill mailing details, such as the corporate name, the bill mailing address and the details of the contact person.
- The form shall be signed on its reverse page by the company's legal representative or the natural person pertaining to the acceptance of the terms of providing the leased line and shall be sealed with the Company's seal.

### 3. SUBMISSION OF APPLICATION

- The application shall be submitted:
- To local Commercial Telecommunications Stores of OTE; or
- To competent administrators – Sales Advisors, in the case of a company for which OTE has appointed an Administrator – Sales Advisor. OTE is required to inform the competent administrator about the procedure followed for the provision of leased lines and the relevant obligations imposed on OTE.
- To local leased lines management Services, which are shown in the attachment (ANNEX II).

The application – agreement may also be sent by mail.

In the case where a customer requests a written reply on the acceptance or rejection of the application, OTE is required to provide a reply within 5 business days from the submission of the relevant application. In any case where OTE is unable to meet a request made, OTE shall have to reply to the customer in writing within 10 business days from the submission of the relevant application, , providing sufficient explanation

of the reasons why it is impossible to meet the request immediately and determining the new anticipated time for the provision of the line.

In the case where a customer has not made an explicit request for a reply by OTE on the acceptance or rejection of the application and OTE is unable to meet the request immediately, the stipulations set forth in the above paragraph shall apply.

#### 4. TIME SCHEDULE FOR THE ORDERING & DELIVERY PROCEDURE

##### 4.1. COMMERCIAL MANAGEMENT PROCEDURES

"Upon submission of the application:

- The application shall be forwarded to the competent leased lines management Services (ANNEX II).
- The application shall be checked to ensure that it is filled out properly, any potential omissions are identified and clarifications are requested from the customer in writing. If the customer does not send the required clarifications in writing within a reasonable deadline set by OTE, the application shall not be forwarded until the required clarifications are provided. In any case, the clarifications required by OTE shall pertain exclusively to substantial omissions in filling out the relevant application form by the customer and shall by no means bring about any unjustified delays in the ordering and delivery procedure of the leased line. In the above case, the application submission date shall be the date when the additional clarifications are provided, and the said date shall be the starting point for calculating the line delivery deadline.
- Input of an application to the Information System used for monitoring leased lines, approval of request, issuance – forwarding of order to OTE Central and District Services responsible for meeting the request. Required time up to 5 days from the application submission date.

All the above procedures shall be common for all types of leased lines

##### 4.2. TECHNICAL MANAGEMENT PROCEDURES

After the application is forwarded to the OTE Central and District Services responsible for meeting the request, each Service, depending on its duties, shall take all necessary actions and shall cooperate with other Services until the line is constructed, measured end-to-end, if measurements are required, and delivered to the customer ready for use, by adhering to the following stages:

- Routing of trunk – long-distance network.
- Determination of the Local Network data of termination points A and B.
- Constructing the Local Network for termination points A and B.
- Measurements on the Local Network at termination points A and B.
- Interconnection of the Local Network with the Trunk – Long-distance Network
- Line measurements end-to-end.
- Installation of the Network Terminal Equipment.
- Delivery of the Leased Line.

Indicative times for the implementation of the above stages, for the various types of leased lines, are shown in Annex IV.

#### 4.3. TOTAL DELIVERY TIME

Based on the above actions, the total maximum (typical) time period for the delivery of a leased line, that is, the exact time from the date when an application is duly submitted until the delivery of the leased line by OTE, ready to be used, depending on the line type, is as follows:

- Analogue lines M-1040: Required time 25 days.
- Analogue lines M-1020/M-1025: Required time 34 days.
- Digital 64 Kbit/s lines: Required time 34 days.
- Digital 2 Mbit/s (unstructured) lines: Required time 40 days.
- Digital 2 Mbit/s (structured) lines: Required time 45 days.
- Other digital lines (128 - 1024 Mbit/s): Required time 38 days.

The above times shall cover 95% of the cases for each category of leased line. Any special cases where copper infrastructure has not reached a customer's premises due to the fact that the existing infrastructure is covered or due to the remote geographic location of the termination points of the line, shall be included in the other 5% of the cases for each category of leased line.

Any potential delays in the above procedures, for which the customer is responsible, such as the lack of internal network in the building and the non-prompt procurement of terminal equipment by the customer for making use of the leased line, shall not be included in the calculation of the above delivery deadlines.

In the said cases, and if the leased line is constructed up to the network termination end-points A and B, OTE may consider the line ready to be used end-to-end and may start charging it.

#### 4.4. TYPES OF LEASED LINES THE PROVISION OF WHICH IS ENCOURAGED

Especially for leased lines of speeds of 34, 140 and 155 Mbit/s, OTE shall provide the said categories of leased lines, as determined in ANNEX B of EETT Decision No. 255/84 dated 14 June 2002. In any case, to provide such lines, OTE shall observe the principle of non-discrimination and equal treatment among users. For the termination of the said lines, it is necessary to construct an access network by the use of an optical fiber cable or through a radioelectric link up to the customer's premises. If no relevant provision has been made, and on condition that a customer has not cancelled the application for the relevant provision, the ordering and delivery procedures shall commence from the date when the access network is set up and equipped with the appropriate transmission and (de-)multiplexing systems.

#### 5. DELIVERY PROCEDURES

Analogue Leased lines M-1020/1025 shall be delivered to a customer upon completion of end-to-end quality measurements and after a certificate of the measurement results has been provided and the customer's representatives have signed the body of the certificate. Leased Lines of other categories shall be delivered after the set-up of the appropriate transmission and multiplexing equipment at the line termination points and the end-to-end line evaluation and testing by the OTE Management Center or in



cooperation with the customer, in accordance with the technical standards or/and specifications provided for in applicable Greek and European law. In that case, the delivery of the line shall be confirmed by a fax message sent by OTE.

In any case, after the performance of successful tests on the line by OTE, a delivery and acceptance certificate must be signed between the customer and OTE, except if the customer does not wish so.

## 6. DURATION OF AGREEMENT

The agreement may be a definite time or an indefinite time one, depending on a customer's wishes. The minimum duration of an agreement shall be 6 months.

Any leases shorter than 6 months shall be considered as temporary leases and shall normally be provided for covering special events.

## 7. FAULT REPORTING PROCEDURE

Customers shall report faults on the phone (by calling number 122 free of charge) or by sending a relevant fax message (to fax number 210 8839168) to the fault reporting Centers of OTE, on a 24-hour basis, all year round. The reports shall be recorded in a special form and shall be immediately forwarded to competent fault restoration technical crews that are specialized in dealing with each type of leased line. To deal with a fault more effectively, a customer's report may include, among other things, the following: the identification of the line (which also includes the type of line, the agreement registration number, the access line number and the termination points of the line), the fault starting time, a description of the fault and the customer contact information (such as corporate name and contact telephone number)

In the case where OTE is the first one to detect the existence of a failure, it is required to inform the customer immediately. The said information must include at least the following: the identification of the line, the fault starting time and the anticipated repair time

## 8. REPAIR PROCEDURE

OTE shall repair, without any delay, any fault in its installations, pursuant to the stipulations set forth in paragraph 9 of this present offer.

### 8.1. VISITING TIME DETERMINATION PROCEDURE

In the case where it is necessary for OTE technicians to visit the premises of a customer, a relevant appointment shall be arranged upon consultations between OTE and the customer.

If the fault cannot be repaired within the guaranteed time, whereby the customer is provenly responsible for that, then a new meeting may be arranged and the relevant cost shall be borne by the customer.

In that case, the delay time shall not be included in the fault restoration guaranteed time.

## 8.2. CUSTOMER NOTIFICATION

OTE shall send a relevant fax message to inform the customer about fault restoration, while at the same time also it shall be contacting the customer on the phone.

The said notification by OTE must include at least the identification of the line, the fault restoration time and the cause of the fault.

## 9. FAULT RESTORATION TIME

For each type of leased line (in 80% of the cases) fault restoration shall be effected within such deadlines from the fault reporting time as set forth in the following table.

As for the remaining 20% of the cases, for each type of leased lines, OTE shall make all possible effort to ensure prompt and effective fault restoration, with respect for the principles of proportionality and non-discrimination.

**Chart 1: FAULT RESTORATION GUARANTEED TIMES**

<b>CATEGORY OF LEASED LINE</b>	<b>FAULT RESTORATION TIME</b>
<i>Analogue, ordinary quality voice bandwidth</i>	<i>The fault is repaired within seven (7) hours from the time when it is reported.</i>
<i>Analogue, special quality voice bandwidth</i>	<i>The fault is repaired within seven (7) hours from the time when it is reported.</i>
<i>Digital 64 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, structured 2,048 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, unstructured 2,048 Kbps</i>	<i>The fault is repaired within four (4) hours from the time when it is reported.</i>
<i>Digital, unstructured 34,368 Kbps</i>	<i>The fault is repaired within three (3) hours from the time when it is reported.</i>
<i>Digital, structured 139,264 Kbps</i>	<i>The fault is repaired within three (3) hours from the time when it is reported.</i>
<i>Digital, unstructured 139,264 Kbps</i>	<i>The fault is repaired within three (3) hours from the time when it is reported.</i>
<i>Digital 155 Kbps</i>	<i>The fault is repaired within two (2) hours from the time when it is reported.</i>

## 10. TEST MEASUREMENT PROCEDURE

OTE shall perform test measurements to verify the proper function of the lines delivered to customers pursuant to the technical standards or/and specifications provided for in applicable Greek and European law.

Upon a request made by a customer, it is possible for the customer's technicians to monitor and cosign the test results. If a customer does not wish to have any of its own technicians monitor the test, then the customer shall accept the measurement tests notified by OTE.

In any case, the time spent for test measurements performed by OTE shall be included in the leased lines delivery deadlines, as referred to in paragraph 4.3 of this present offer, respectively. The said measurements may be repeated upon a request made by a customer, whereby it shall be possible for the customer's technicians to monitor the

said measurements, pursuant to the above. The costs incurred for the performance of measurements in the case where no fault has been detected in the OTE installations shall be borne by the customer.

Upon a special agreement has been concluded, OTE may perform quality measurements on a customer's leased lines and send any periodic reports agreed upon to the customer.

OTE may perform rerouting, checks and tests as part of the works carried out for the management of its network. OTE shall inform customers in advance about the recommended time schedule of the management/maintenance works carried out and shall also mention the reason for the said works. Based on the principle of proportionality, where objectively possible, the above works shall be carried out by OTE during low telecommunication services traffic hours. More specifically, in the cases where the function of leases lines is to be cut off, a relevant prior agreement must be concluded with the customer and all appropriate measures must be taken in order to minimize any negative impact on the function of the leased line. In any case, during the performance of test measurement, rerouting and control procedures, OTE shall ensure equal and non-discriminatory treatment.

#### 11. TECHNICAL CHARACTERISTICS OF LEASED LINES

The leased lines provided by OTE shall have the following interface and performance technical characteristics:

**Chart 2: Minimum set of leased lines**

Type of leased line	Technical Characteristics	
	Interface specifications	Access line characteristics and performance specifications
Analogue, ordinary quality voice bandwidth	2 wire – ETS 300 448 or 4 wire – ETS 300 451	2 wire – ETS 300 448 or 4 wire – ETS 300 451
Analogue, special quality voice bandwidth	2 wire – ETS 300 449 or 4 wire – ETS 300 452	2 wire – ETS 300 449 or 4 wire – ETS 300 452
Digital 64Kbps	ETS 300 288 ETS 300 288/A	ETS 300 289
Digital, unstructured 2,048Kbps	ETS 300 418	ETS 300 247 ETS 300 247/A1
Digital, structured 2,048Kbps	ETS 300 418	ETS 300 419

**Chart 3: Leased lines the provision of which is encouraged**

Type of leased line	Technical Characteristics	
	Interface specifications	Access line characteristics and performance specifications

Digital structured 34,368 Kbps	ETS 300 686	ETS 300 687
Digital unstructured 34,368 Kbps	ETS 300 686	ETS 300 687
Digital structured 139,264 Kbps	ETS 300 686	ETS 300 688
Digital unstructured 139,264 Kbps	ETS 300 686	ETS 300 688
digital 155 Mbps (STM-1)	ITU-T G.708	ITU-T G.708

## 12. TERMINAL EQUIPMENT

The terminal equipment must be of approved type, pursuant to the provisions of Presidential Decree No. 44/2002 (Government Gazette 44/A/2002). Its connection to the network termination points shall be done by the customer. The equipment available for sale or hire by OTE shall be connected to the network termination points by OTE, without any additional charge for the customer.

## 13. DETERMINATION OF COMPETENT SERVICE

Upon completion of the construction of the line and delivery thereof to the customer when it is ready to be used, a copy of the leased line application – agreement submitted shall be returned to the customer, signed by the OTE's representative. The said form shall have been filled out with data entered by the OTE leased lines management Services, such as the numbers allocated to the terminal points, the line delivery – provision date, the charging starting date, and it shall be returned to the customer in a letter (ANNEX V). The said letter shall include additional information for the customer, such as the time when the first bill is to be issued, its content, fault reporting telephone numbers and the procedure used for fault reporting, as well as the complete details of the Service that can be contacted for obtaining additional information, making complaints, etc.

## 14. FORCE MAJEURE

In a case of Force Majeure neither party shall be liable for any delay or failure to execute all or part of the Agreement.

The party affected by the Force Majeure shall notify the other party as soon as possible about the incident and the reasons that establish the Force Majeure, as well as the estimated duration of the Force Majeure incident. In addition, it shall try to limit the consequences of the Force Majeure. The affected party shall notify the other party about the end of the Force Majeure incident and shall restart the functions interrupted by the said Force Majeure incident.

## 15. PROCEDURE FOR THE REFUND OF FEES PAID

### 15.1. REFUND OF FEES DUE TO FAULT

If a leased line fault is reported by a customer or in the case where OTE has already detected a fault, OTE shall record the leased line cutoff times and shall take the initiative to refund the fee corresponding to the leased line cutoff time.

Any faults caused by a customer, such as a fault in the internal network of a building or a fault in the customer's terminal equipment shall not be included in the fee refund.

If the customer's equipment is maintained by OTE, any cutoffs caused by the said equipment shall be included in the fee refund, proportionally to the line cutoff time.

Fee refunding due to a fault shall be made if the line cutoff goes on for a time that depends on the kind and type of the leased line, as shown in the attached Chart (ANNEX IV).

Any continuous minor cutoffs (networks interruptions) that make it impossible to ensure the continuous usage of a leased line shall be considered as a cutoff whose duration is from the start of the interruptions until the end of the said interruptions.

The refund of the corresponding fee shall be effected in the bill issued for the two-month period following the cutoff.

The body of the leased line bill shall include sufficient information on the reasons for the refund due to a fault: "fee refund due to a cutoff from ... (date) ... (time) until ... (date) ... (time)".

In the case where a crew has visited a customer's premises to restore a fault reported, whereas it is found that the fault has been caused by a customer's fault (internal building network, customer's terminal equipment, etc., for the maintenance of which the customer is responsible), then the bill issued for the following two-month period shall include an "unnecessary crew visit" charge, if such a charge is provided for in the OTE Tariff.

## 15.2. REFUND OF FEES PAID IN ADVANCE

As for any fees paid by a customer in advance for a time period during which the leased line has not been used, e.g. due to cancellation thereof or due to relocation, etc., OTE shall take an initiative to refund such fees to the customer by providing the corresponding credit in the first telecommunications bill issued for the same or another telecommunications access line of the client or by a credit invoice no later than 60 days from the end of the time when the line was not used by the customer.

## 16. LEASED LINES BILLS

The leased lines bills shall be issued every two months. They shall include the line fees, the fees for the leased line terminal equipment that may be leased out by OTE to the customer, as well as any potential additional fees agreed upon with the customer, as well as the corresponding VAT.

In the case where a discount policy is applied to the monthly fee, the body of the bill shall include the amount of the discount provided and the relevant justification.

For each leased line, a bill shall be issued, which shall indicate the data of the line (connection number, line termination points), the duration of the bill and the payment deadline. The payment deadline is set to 30 days from the bill issue date, on condition that the bill is sent within at maximum 5 days from its issue date. Instructions pertaining to bill payment shall be given on its reverse page.

OTE is required, upon a relevant request made by a customer, to issue one single bill per customer, which shall include the fees for all the leased lines of the customer, as well as the fees of other telecommunications connections of the customer. In any case the said one single bill shall be accompanied by a sheet providing a detailed analysis of the fees charged for each leased line.

## 17. CUTOFF OF A LEASED LINE

### 17.1. CUTOFF DUE TO OVERDUE PAYMENT

If a leased line bill is not paid within the set deadline, OTE may proceed to cut off the line temporarily, 15 days from the communication of a relevant written notice to the customer.

OTE may terminate the agreement 60 days after the temporary interruption of the provision and after communicating a relevant written notice to the customer, provided that the bill is still unpaid.

### 17.2. CUTOFF DUE TO TERMINAL EQUIPMENT

In the case where the terminal equipment connected to the termination points of the leased line is not of approved type and it is proven that it causes problems to the network, OTE shall inform the customer about that and shall set a reasonable and objectively justified deadline for the replacement of the said equipment. If the said deadline expires without any action taken, OTE may proceed to cut off the leased line temporarily after 15 days have passed from the communication of a relevant written notice to the customer and may proceed to terminate the agreement 30 days after the temporary interruption of the provision and after communicating a relevant written notice to the customer.

In the cases where it is proven that the terminal equipment creates substantial problems pertaining to the maintenance of the security and integrity of the OTE network, OTE may proceed to cut off the leased line temporarily even prior to the completion of the 15-day period from the communication of a relevant written notice to the customer. In such cases OTE shall communicate to the customer in writing the evidence that proves the necessity of the immediate cutoff.

## 18. CANCELLATION OF REQUEST

A customer may request the cancellation of an application submitted for a leased line at any time prior to the delivery of the ready-to-use line. In that case, the customer shall bear the costs incurred by OTE until the date when the cancellation application is submitted. OTE shall have to provide sufficient justification for the amount of the expenses incurred, whereas in any case, the amount requested by OTE for expenses incurred may not exceed the connection fee of the leased line as determined in the applicable OTE Tariff Sheet.

## 19. TRANSFER OF A LEASED LINE

A customer may request in writing the transfer of the customer's leased line to a third party (the transferee), if the said transferee has consented to it in writing, whereby the transferee shall expressly state that the transferee fully undertakes any obligations, financial ones in particular, resulting from the use of the leased line.

A necessary prerequisite for OTE to accept the transfer application is that the last bill issued has been paid.

## 20. UPGRADED SPEED – CHANGED QUALITY

A customer is entitled to request in writing an increase or decrease of the capacity of a digital leased line or a change in the quality of an analogue leased line by filing a relevant written application. The application shall be accepted by OTE if the new demands made by the customer are included in the types of leased lines provided by OTE.

The customer shall pay the lump sum fees provided for in the OTE tariff for the modification of a line, as well as the monthly fee of the new line provided.

## 21. RELOCATION OF THE TERMINATION POINTS OF A LEASED LINE

A customer may request in writing the relocation of the termination points of a leased line within the boundaries of the Transit Exchange that serves the customer's locations. Each Transit Exchange is identified by an Area Code (e.g. the Athens Transit Exchanges have the following Area Code: 21).

The relocation shall be effected within 15 days from the submission of the relevant application. During the said time, the customer shall be required to pay the monthly fees for the line. If the relocation is not effected within the 15-day period, whereby OTE is responsible for the delay, the customer shall not have to pay the monthly fee from the date when the line is cut off at the old location until the date when it is activated at the new location.

The total time required for effecting the relocation may not exceed the delivery time set for a new line of the same category.

## 22. CANCELLATION OF A LEASED LINE

A customer may request the cancellation of a leased line (termination of agreement) by submitting a relevant application to OTE at least seven (7) days prior to the requested cancellation date.

On condition of the provisions on the protection of competition, in the case where a customer terminates a definite time leased line agreement, whereby OTE is not responsible for that, prior to the expiration of the agreed time and provided that the discount set forth in the OTE tariff is applicable to the monthly fee, the customer shall be required to pay the difference between the paid monthly fee and monthly fee without the discount, retrospectively, from the date when the agreement entered into force. In addition, in the case where an agreement is terminated prior to the expiration

of the six-month (6-month) minimum lease time, the customer shall be required to pay the corresponding fees until completion of the 6-month period.

## 23. GUARANTEE

OTE may request the submission of pecuniary guarantee or a letter of guarantee issued by a recognized bank for the good performance of a leased line agreement.

The amount of the guarantee may not be higher than the amount of 4 monthly fees. In the case of a customer with overdue payments to OTE due to the use of telecommunications services, the amount of the guarantee paid may reach the amount of the total overdue payment.

The letter of guarantee or pecuniary guarantee must be submitted within a reasonable time, which shall be no less than eighteen (18) business days from the submission of a relevant request by OTE to the customer. Alternatively, a customer may provide another form of guarantee, which OTE is not entitled to reject unjustifiably.

The guarantee payment application by OTE shall by no means cause any delays in the time schedules for the delivery of leased lines neither shall it cause any changes in the time schedules and procedures for the cut-off of the provision of leased lines.

## 24. APPLICABLE TARIFFS

The tariff applicable to the use of leased lines is the one applicable at any given time, which must have been approved by EETT and must have been duly published prior to its application.

Tariffs are divided into wholesale and retail ones. All telecommunications undertakings providing services to third parties are entitled to wholesale prices.

Generally, the leased line fees are divided into the following categories:

- i. Connection fees per termination point (a cost paid as an one-off fee); these shall be charged as incurred in the first bill issued for the leased line.
- ii. A fixed monthly fee per termination point, which shall be dependent upon on the type of the leased line and shall be independent of the length of the line.
- iii. A variable monthly fee, which shall be dependent upon the type of the leased line and length thereof, measured in kilometers. The length of the leased line is defined as the radial distance between the OTE' s Local Exchanges at the line termination points when it pertains to local leased lines, or between the OTE' s Tandem Exchanges at the line termination points when it pertains to long-distance leased lines.

The tariffs applicable to temporary leased lines are shown in annex III.

In the case where OTE has made provision for a discount policy, this shall enter into force within forty five (45) days from its publication, as provided for in EETT Decision No.255/84/2002 (Government Gazette 810/B/2002) or, in the case where such discount policy is revised or canceled, as provided for in a corresponding provision of applicable law. Any given applicable discount policy shall be attached as annex VII to this present decision and shall be an integral part thereof.



## 25. SPECIAL CHARGES

The costs incurred for the expansion of the network to a customer's premises that are far from the organized OTE network shall be borne by the customer for that part of the network that is beyond 200 meters from the furthest point of the organized OTE network, which the line is connected to.

## 26. PENALTIES PERTAINING TO THE PROVISION OF LEASED LINES TO TELECOMMUNICATIONS UNDERTAKINGS

In the cases where pursuant to applicable law OTE is required to abide with maximum delivery deadlines, as determined in paragraph 4.3 of this present Offer, and these pertain to the wholesale provision of leased lines (provision of leased lines to telecommunications undertakings), if the maximum delivery time is exceeded, OTE shall be required to pay a penalty to the customer, which shall be determined based on the concluded agreement between the involved parties. In the case where the parties cannot agree on the amount of the said penalty through a negotiation carried out in good faith, whereby the customer is not responsible for that, the penalties shown in the following chart shall apply, the forfeiture of which shall be effected on condition that there has been an unjustified delay in the delivery of leased lines pursuant to this present Offer. The payment of a penalty shall not relieve OTE from any further compensation to be paid in the case where there is further damage suffered by the customer, whereby OTE is responsible for that.

<i>Delay (calendar days beyond the maximum delivery time)</i>	<i>Penalty</i>
<i>1 – 2</i>	<i>15% of the monthly fee</i>
<i>3 – 7</i>	<i>25% of the monthly fee</i>
<i>8 – 15</i>	<i>50% of the monthly fee</i>
<i>16 – 30</i>	<i>100% of the monthly fee</i>
<i>Over 30 days</i>	<i>150% of the monthly fee, and 200% of the daily fee for each further day of delay</i>

OTE shall not be required to pay a penalty to the customer in those cases where the delay in the wholesale provision of leased lines does not exceed 5% of the cases of wholesale provision of leased lines for each type of leased lines. In the above cases, OTE shall be required to inform the customer about its inability to meet the customer's request immediately pursuant to the stipulations set forth in article 3 of this present Offer. The above cases shall by no means exceed 5% of the cases of wholesale provision of leased lines for each type of leased lines. In the case where, following the expiration of the monitoring time set by EETT, which is equal to one calendar year, it is found that the above cases have exceeded 5% of the cases of wholesale provision of leased lines for each type of leased lines, OTE shall be required to pay to the customer a penalty pursuant to the stipulations set forth in the above paragraph, for those cases that correspond to over 5% for each type of leased line. In those cases, the payment of the corresponding penalties shall be effected in the second bill issued following the expiry of the monitoring time set by EETT, which is equal to one calendar year.

In the cases where pursuant to applicable law OTE is required to abide by maximum fault restoration times, as determined in paragraph 9 of this present Offer (only for the types of lines referred to in Table 2 of paragraph 11 of this present Offer), which pertain to the wholesale provision of leased lines, if the set maximum times are exceeded, OTE shall be required to pay a penalty to the customer, which shall be determined based on an agreement concluded between the parties involved. In the case where the parties cannot agree on the amount of the said penalty through a negotiation carried out in good faith, whereby the customer is not responsible for that, the penalties shown in the following table shall apply, the forfeiture of which shall be effected on condition that there has been an unjustified delay in the repair of leased lines pursuant to this present Offer. The payment of a penalty shall not relieve OTE from any further compensation to be paid in the case where there is further damage suffered by the customer, whereby OTE is responsible for that.

<i>Delayed restoration</i>	<i>Penalty</i>
<i>4 hours</i>	<i>10% of the monthly fee</i>
<i>5 – 8 hours</i>	<i>50% of the monthly fee</i>
<i>8 – 10 hours</i>	<i>100% of the monthly fee</i>
<i>Over 10 hours</i>	<i>150% of the monthly fee, and 200% of the daily fee for each further hour of delay</i>

OTE shall not be required to pay a penalty to the customer in those cases where the delay in the repair of leased lines does not exceed 20% of the cases of leased line repair for each type of leased lines. In the case where, following the expiration of the monitoring time set by EETT, which is equal to one calendar year, it is found that the above cases have exceeded 20% of the cases of leased line repair for each type of leased lines, OTE shall be required to pay to the customer a penalty pursuant to the stipulations set forth in the above paragraph, for those cases that correspond to over 20% for each type of leased line. In those cases, the payment of the corresponding penalties shall be effected in the second bill issued following the expiry of the monitoring time set by EETT, which is equal to one calendar year.

The above amounts shall be paid irrespective of the amounts paid pursuant to paragraph 15.1 of this present Offer.

## **ANNEX I**

Following there is a leased line agreement application form.

### CLAUSES OF THE AGREEMENT

OTE leases out to the applicant — hereunder called the "LESSEE" for the purposes of this present agreement — the telecommunications line indicated on the first page.

The said lease, if not otherwise provided for in this present Agreement, shall be governed by the provisions of applicable telecommunications law, as applicable at any given time, the applicable law on competition, the law on the protection of consumers, the law on the protection of personal data, the relevant terms of the Telephony Regulation on leased circuits, and any given applicable OTE tariffs.

## CLAUSE 1. Duration of the lease.

This present agreement is concluded for the time indicated on the first page, with a mandatory minimum duration equal to six (6) months, whereas the LESSEE'S obligation to pay the fees shall commence from the day following the date when the ready-to-use line is delivered.

If the agreement is terminated by the lessee, this must be notified to OTE at least seven (7) business days prior to the expiry of the lease.

In the case of a definite time agreement, for which special discount fees have been agreed upon, if the Lessee terminates the agreement prior to the agreed time, whereby the Lessee is responsible for the said termination, the Lessee shall be required to pay an amount equal to the difference between the basic OTE price and the special discount fees for the actual duration of the lease. The above shall be on condition that OTE fulfills its obligations based on the law on competition.

Furthermore, in the case where the agreement is terminated prior to the expiration of the minimum six-month (6-month) duration, the lessee shall be required to pay the fees until completion of the said 6-month period.

The extension of a definite time agreement shall be effected subject to the terms of the initial agreement. In the case where the lease time of the leased line is increased (e.g. from three years to five years, etc.) for the remaining time, the discount applicable to the new agreement duration shall apply.

In the case where the lease time of the leased line is decreased (e.g. from five years to three years, etc.), the discount applicable to the new agreement duration shall apply retrospectively from the date when the agreement entered into force.

The above clauses shall also apply in the cases where the capacity of a leased line is changed (increased or decreased).

The lease of a line may be interrupted in a case of a Force Majeure incident for as long as the said Force Majeure incident lasts, whereby the seven-working-day (7-working-day) deadline shall not be applicable and the Lessee shall have no right other than the refund of the amount corresponding to the time when the line was not used by the Lessee. The Force Majeure shall have the meaning ascribed to it in the Civil Code.

## CLAUSE 2. Use of the leased line

If the leased line is used for the provision of telecommunication services to the public, the Lessee is required to take care of all the procedures for the legalization of its activity, as provided for in applicable law.

## CLAUSE 3. Construction of the leased line

In cases where the construction of a leased line requires the installation, at the lessee's premises, of terminal transmission and multiplexing devices (LTE, NTU, PCM, CODEC, etc.), OTE shall transfer to the lessee, on a loan basis and subject to the terms that govern the said loan, the terminal equipment necessary for that purpose, which shall be installed by OTE at the lessee's premises and shall remain there for as

long as the lined is leased. The lessee is required to maintain the said equipment in good shape and return it to OTE upon expiry of the lease.

The lessee shall have the objectively required premises and shall provide, without demanding anything in return, the electric power required for the supply of the said equipment.

The procurement and installation of the terminal equipment necessary for the usage of the line (I.T.K. ROUTERS, etc.), as well as maintenance thereof, shall be done by the lessee, except if agreed upon otherwise between OTE and the Lessee. The said equipment must have the required type approval.

#### CLAUSE 4. OTE intervention in the leased line

OTE shall be entitled, in objectively justified cases, to intervene in a leased line in order to ascertain the quality of communication and restore faults pursuant to the provisions set forth in the Leased Lines Offer, which is approved by EETT.

#### CLAUSE 5. Fee

The Lessee shall be required to pay to OTE the line connection fees, as well as the monthly fees for the said line, as determined in the OTE tariffs applicable at any given time, along with any legal additional charges.

The fees and amounts due currently applicable are shown on the first page. VAT shall be added to the said amounts.

The Lessee is required to pay its amounts due to OTE within the deadline indicated in relevant bills.

In the case where the above fees and amounts due are not paid promptly, OTE is entitled to cut off the leased line temporarily after 15 days have passed from the communication of a relevant written notice to the Lessee. The final cutoff of the leased line and the termination of the agreement shall be permitted only after 60 days have passed from the temporary cutoff and after communicating a relevant written notice to the Lessee. At the same time, OTE shall be entitled to take any other measure required for collecting the amounts due. In the case where the agreement is terminated prior to the completion of the minimum 6-month lease time, the provisions set forth in clause 1 of this present Agreement shall apply respectively.

#### CLAUSE 6. Maintenance of the Leased Line

OTE shall be required to maintain the line leased out based on this present agreement, pursuant to the provisions set forth in its Offer, which is approved by EETT.

The Lessee is required, in case of fault, to notify OTE immediately in order for the latter to take the necessary measures for the restoration of the fault, pursuant to the provisions set forth in its Offer, which is approved by EETT.

In any case of line cutoff, whereby OTE is not responsible for that, the lessee is not entitled to any compensation other than the refund of any fees paid pursuant to clause 7 of this present Offer. In any case of line cutoff, whereby OTE is responsible

for that, the lessee is entitled to demand the restoration of any direct or indirect damage that is due to the cutoff of the line.

For each fault caused in the OTE premises by irregularities in the Lessee's internal installations or by the Lessee's interventions in the leased line, OTE is entitled to compensation.

**CLAUSE 7. Fees refund**

Without prejudice to a Lessee's right to demand compensation for any further damage the Lessee may suffer due to that, in the case where the leased line is cut off, whereby the Lessee is not responsible for that, a discount is provided on the fee, if the line has been cut off for at least ..... hours on end, pursuant to the provisions set forth in the Offer, which is approved by EETT.

In the case where the agreement concluded based on this lease document is terminated by the lessee, for reasons not associated with the fulfillment of the lessee's obligations, the lessee shall be entitled to the refund of the fees and amounts paid in advance, which correspond to the period when the line was not used.

**CLAUSE 8. Intervention in a leased line**

The Lessee is not allowed to intervene in the line in any way, in order to modify its connection or to alter its usage.

OTE reserves the right to terminate the agreement and interrupt the lease if it is found that the Lessee has made any arbitrary intervention in the line.

**CLAUSE 9. Additional demands**

Any additional demands made by the lessee in connection with the construction of the line shall be examined and met, if technically possible. Any additional costs shall be borne by the lessee. OTE does not make a commitment to keep meeting the said additional demands made by the lessee in the future, in the case where the line is rerouted due to the upgrading or modernization of its network. The parties shall seek another method for meeting the additional demand that complies with the upgrading or modernization of the OTE network.

Any disputes shall be resolved by the Athens courts of law that apply the Greek law.

This present agreement was executed in two copies and either party received one copy.

**CLAUSE 10.** This present Agreement shall be construed and supplemented by any given Leased Lines Provision Offer, which shall be approved by EETT.

**THE PARTIES**

FOR THE HELLENIC  
TELECOMMUNICATIONS  
ORGANIZATION

FOR THE LESSEE  
(representative's seal and  
signature)  
NAME: .....

FOR THE THIRD  
PARTY

I.D.No. / Pass. No. ....

**ANNEX II**  
**CHART OF OTE LEASED LINES MANAGEMENT SERVICES**

COMPETENT SERVICE	MAILING ADDRESS	TEL. NUMBER	FAX NUMBER	e-mail
Network Service Provision Subdivision	99 Kifisias Ave., 151 24 Marousi	010 1618824	010 6115940 & 010 6111080	aphatjiak@ote.g
Customer Works & and Support Division	23 Davaki Str., Kallithea	010 6111876	010 9533199	
Attica Department for Customers & Special Services	85 Patision Str., Athens	010 8220556	010 8220306	
General Tel. District of Athens	5 Lysandrou Str., Ilioupolis	010 9944799	010 9939499	
Tel. District of Western Attica	2 Karolou Str., Athens	010 5283822	010 5201976	lsynodinos@ote.
Tel. District of Eastern Attica	245 Irakliou Ave.,	010 2771099	010 2775399	
Thessalonica Department Corporate Customers	33 Karolou Dil Str., Thessalonica	0310 361825	0310 232999	Geopapad@ote.
Tel. District of Western Thessalonica	1 October 26 <sup>th</sup> Str., Dimokratias Square	0310 362130	0310 362150	
Tel. District of Eastern Thessalonica	197 Kon. Karamanli Str., Thessalonica	0310 329700	0310 329695	
Tel. District of Serres	3 Gr. Lambraki Str., Serres	03210 96170	03210 62979	
Tel. District of Chalkidiki	30 Polytechniou Str., Polygyros	03710 22799	03710 24221	
Tel. District of Kilkis	8 Ethn. Antistasis Str., Kilkis	03410 36190	03410 26333	ktatsios@ote.gr
Tel. District of Pella	1 Orologiou Square, Edessa	03810 36195	03810 28878	
Tel. District of Pieria	4 Ioanninon Str.,	03510 56120	03510 21241	tpapadopo@ote.
Tel. District of Imathia	45 Mitropoleos Str.,	03310 36164	03310 70299	
Tel. District of Kavala	Averof Str. & Kyprou	0510 561166	0510 242199	
Tel. District of Evros	5 I. Kamvyri Str., Alexandroupolis	05510 56124	05510 25199	05510 + 23799
Tel. District of Xanthi	2 M. Vogdou Str., Xanthi	05410 56115	05410 7339\$	ibibikis@ote.gr

Tel. District of Rodopi	2 Parasiou Str., Komotini	05310 56199	05310 33999	
Tel. District of Drama	1 Ermou Str., Drama	05210 56175	05210 22499	ekalpakiw@ote.g
Tel. District of Florina	5 Tyrnovou Str., Florina	03850 46646	03850 25799	e.karatsoris@ote
Tel. District of Kastoria	209 Gramou Str.,	04610 81099	04670 84608	
Tel. District of Kozani	2 October 11 <sup>st</sup> Str., Kozani	04610 34899	04610 40999	
Tel. District of Grevena	9 Bousiou Str., Grevena	04620 81099	04620 82199	
Tel. District of Larisa	27 Marni Str., Larisa	0410 995381	0410 535050	
Tel. District of Magnisia	2 Pouriou Str., Volos	04210 95928	0421 50299	
Tel. District of Trikala	March 25 <sup>th</sup> Str., Trikala	04310 71899	04310 73799	
Tel. District of Karditsa	2 Irakleous Str., Karditsa	04410 91317	04410 75999	Pkogios@ote.gr
Tel. District of Ioannina	2 D. Filiou Str. Ioannina	06510 42777	06510 44854	dgoulas@ote.gr
Tel. District of Kerkyra	24 Alexandras Ave. Kerkyra	06610 24599	06610 47199	
Tel. District of Arta	Ethnikis Antistasis Arta	06810 21199	06810 77255	tskarltsa@ote.gr
Tel. District of Preveza	7 Perdikari Str., Preveza	06820 61123	06820 61135	skitsis@ote.gr
Tel. District of Thesprotia	35 Gr. Lambraki Str., Igoumenitsa	0665 28000	06650 28199	
Tel. District of Fthiotida	Eleftherias Square, Larisa	02310 80444	02310 47899	
Tel. District of Evia	3 Oresti Makri Str., Chalkida	0221 49258	02210 22499	
Tel. District of Fokida	7 Thoantos Str., Amfissa	04410 91317	02650 72244	
Tel. District of Evritania	3 Ethnikis Antistasis Str., Karpenisi	0237 80444	0237 80299	
Tel. District of Viotia	5 Ipsilantou Str., Livadia	02610 81799	02610 26899	



Tel. District of Achaia	Gounari Str. & Kanakari Patra	0610 632447,	0610 319223	
Tel. District of Ilia	2 Themistokleous Str. Pyrgos	06210 59325	03850 25799	egiannop@ote.gr
Tel. District of Zakynthos	2 Dimokratias Str., Zakynthos	06710 29200	06710 25199	
Tel. District of Kefallinia	8 L. Vergoti Str., Argostoli	06950 59352	06950 24990	
Tel. District of Lefkada	Valaoritou Str. & Th. Stratou Str., Lefkada	06450 22139	06450 21206	
Tel. District of Etoloakarnania	5 S. Trikoupi Str., Mesologi	06310 55256	06310 51365	mprailas@ote.gr
Tel. District of Argolida	1 Polyzoidi Str., Nafplio	07520 29299	07520 99036	od-argoz@ote.gr
Tel. District of Arkadia	36 Lagopati Str., Tripoli	0710 224199	0710 221279	Glygas@ote.gr
Tel. District of Corinthia	32 Kolokotroni Str.	07410 22199	07410 80229	
Tel. District of Lakonia	3 Kleomvrotou Str.	07310 28099	07310 82299	dmaniatak@ote.
Tel. District of Messinia	Georgiou Square, Kalamata	07210 93799	07210 82299	
Tel. District of Dedekanisos	91 Amerkis Str., Rhodes	02410 59654	02410 30699	
Tel. District of Cyclades	Miaouli Square, Syros	02810 95301	02810 81499	
Tel. District of Argosaronikos	4 Ant. Theochari Str., Piraeus	010 4521699	010 4286099	gnadalis@ote.gr
Tel. District of Iraklion	24 Minotavrou Str.	0810 395233	0810 395290	
Tel. District of Chania	3 - 5 Tzaanakaki Str.	08210 35584	08210 82299	achavred@ote.gr
Tel. District of Rethymno	23 Kountouriotou Str.	08310 59344	08310 82299	akatikakiw@ote.
Tel. District of Lasithi	Amoudi, Agios Nikolaos	08410 95342	08410 82299	tgavas@ote.gr
Tel. District of Lesvos	8 Vournazon Str., Mytilini	02510 26199	02510 43799	
Tel. District of Chios	1 Kennedy Str., Chios	02710 29599	02710 21699	
Tel. District of Samos	2 Iroon Square, Samos	02730 80689	02730 28260	

## ANNEX III

### TARIFFS FOR TEMPORARY LEASED LINES

#### 1. **LINES LEASED:** up to 6 months

##### 1.1. Connection fee :

For an analogue, digital leased line, the fee charged for permanent leases shall be collected.

##### 1.2.1. Fees :

###### 1) From **1** to **25** days :

- For the first day, **20%** of the corresponding monthly fee charged for a permanent line.
- For each day that follows, from the second to the 25<sup>th</sup> day, 1/30 of the monthly fee charged for a permanent line.

###### 2) From **25** days to **6** months :

- For the first **25** days, the fees provided for in the paragraph 1.2.1(1) above.
- For each additional day, 1/30 of the monthly fee increased by **10%**.
- The total fees may not exceed the fees charged for **6** months.

##### 1.2.2. The minimum lease time is 24 hours.

## ANNEX IV

### CHART

Of the hours of continuous cutoff of a leased line for which a fee refund shall be made

CATEGORY	TYPE		
	LOCAL	LONG-DISTANCE	INTERNATIONAL
<b>ANALOGUE</b>			
M-1040 M-1020/1025	48 hours	3 hours	3 hours
<b>DIGITAL</b>			
64 & 128 Kbit/s	3 hours	3 hours	3 hours
from 256 Kbit/s to 2 Mbit/s	3 hours	1 hour	1 hour
34 and 155 Mbit/s	30'	30'	30'

#### Remarks :

- The above times refer to the total line cutoff time. After the initial cutoff time, for each additional hour or 30-minute fraction thereof, a one-hour cutoff time shall be counted.
- In the cases where the initial cutoff time is set to 30', the said time shall be rounded up to one (1) hour.
- The daily fee is considered as equal to 1/30 of the monthly fee, and the hourly fee is considered as equal to 1/24 of the daily fee.

**ANNEX V**

**OTE S.A.**

**URGENT**  
**Number: 35/.....**

Information : .....  
Tel. No. : .....  
Fax No. : .....

TO : .....  
.....  
(attention) .....

**SUBJECT : Leased Lines (Mailing of Agreement)**

Dear Sirs,

In this letter we are mailing back to you one of the copies of the Application – Agreement for the Leased ..... Line, between ..... and ....., and we are informing you about the following:

The said connection entered into operation on ..../..../200.. and your obligation to pay fees starts from the day following its operation.

The first bill, which shall include the fees for the two/one-month period, ..... retrospective fees from ..../..../200.. to ..../..../200., as well as the line connection fees, shall be issued in the month of ..... 200...

Subsequent bills shall be issued every two months / one month and shall include the fees for each two/one-month period.

Your basic obligation is to pay them promptly.

In the case where you find out that the operation of the line is cut off, please notify the Fault Reporting Center **immediately**, by calling **122**, and send a relevant fax message making sure that you include the “straight line number” (.....).

If you need any clarifications or information with regard to the leased line, please feel free to contact our Service, tel. no. ...., fax no. ...., and its personnel shall look into the matter and give you responsible answers.

ATTACHMENTS: one (1)

Yours truly,

.....

THE SUPERVISOR .....

## ANNEX VI

### **Indicative times for the implementation of each stage for each type of leased line**

Following there are the indicative times for the implementation of each stage for each type of leased line. OTE makes a commitment about the total delivery deadline for each leased line as shown in Paragraph 4.3 of this present Offer.

- 1) Routing of a trunk – long-distance network:
  - a Analogue lines M-1040 : Required time 8 days
  - b Analogue lines M-1020/M-1025: Required time 8 days
  - c Digital 64 Kbit/s lines: Required time 4 days
  - d Digital 2 Mbit/s lines: Required time 8 days
  - e Other digital lines (128 - 1024 Mbit/s): Required time 6 days
  
- 2) Determination of the elements of a local network with A and B termination points:
  - a Analogue lines M-1040 : Required time 2 days
  - b Analogue lines M-1020/M-1025: Required time 2 days
  - c Digital 64 Kbit/s lines: Required time 2 days
  - d Digital 2 Mbit/s lines: Required time 2 days
  - e Other digital lines (128 - 1024 Mbit/s): Required time 2 days
  
- 3) Construction of a local network with A and B termination points:
  - a Analogue lines M-1040 : Required time 7 days
  - b Analogue lines M-1020/M-1025: Required time 7 days
  - c Digital 64 Kbit/s lines: Required time 7 days
  - d Digital 2 Mbit/s lines: Required time 9 days
  - e Other digital lines (128 - 1024 Mbit/s): Required time 9 days
  
- 4) Measurements on a local network with A and B termination points:
  - a Analogue lines M-1040 : Required time - days
  - b Analogue lines M-1020/M-1025: Required time 3 days
  - c Digital 64 Kbit/s lines: Required time 3 days
  - d Digital 2 Mbit/s lines: Required time 3 days
  - e Other digital lines (128 - 1024 Mbit/s): Required time **3 days**
  
- 5) Interconnection of a local network with a trunk – long-distance network:
  - a Analogue lines M-1040 : Required time 2 days
  - b Analogue lines M-1020/M-1025: Required time 2 days
  - c Digital 64 Kbit/s lines: Required time 2 days
  - d Digital 2 Mbit/s lines: Required time 2 days
  - e Other digital lines (128 - **1024 Mbit/s**): **Required time 2 days**
  
- 6) Measurements on a line from termination point to termination point:

- a Analogue lines M-1040 : Required time - days
- b Analogue lines M-1020/M-1025: Required time 6 days
- c Digital 64 Kbit/s lines: Required time 6 days
- d Digital 2 Mbit/s lines: Required time 6 days
- e Other digital lines (128 - **1024 Mbit/s**): **Required time 6 days**

7) Installation of Network Terminal Equipment:

- a Analogue lines M-1040 : Required time - days
- b Analogue lines M-1020/M-1025: Required time - days
- c Digital 64 Kbit/s lines: Required time 4 days
- d Digital 2 Mbit/s lines: Required time 4 days
- e Other **digital lines (128 - 1024 Mbit/s)**: **Required time 4 days**

8) Delivery of a leased line:

- a Analogue lines M-1040 : Required time 1 day
- b Analogue lines M-1020/M-1025: Required time 1 day
- c Digital 64 Kbit/s lines: Required time 1 day
- d Digital 2 Mbit/s lines: Required time 1 day
- e Other digital lines (128 - 1024 Mbit/s): Required time 1 day

This present Decision, along with the Leased Lines Offer of the “Hellenic Telecommunications Organization S.A. (OTE S.A.)”, as amended by this present Decision, shall be published in the Government Gazette.

Marousi, 6 December 2002

The Chairman  
EMM. A. GIAKOUMAKIS