

**CONTRACT FOR THE PROVISION OF TELECOMMUNICATIONS AND INTERNET SERVICES****GENERAL TERMS AND CONDITIONS**

SYNAPSECOM and the Customer will be referred to in the remainder of this Agreement jointly as the **"Parties"** and separately as the **"Party"**.

The parties hereto have subsequently agreed and mutually acknowledged the following:

**1. SUBJECT MATTER OF THE CONTRACT**

- 1.1. SYNAPSECOM is a company providing telecommunication and Internet services and within the framework of these activities it is hereby agreed that it will provide the Customer with the services referred to in the Special Conditions of the services provided and the Service Order, which specify the services offered and are attached to this document as an integral part of it. SYNAPSECOM shall provide said services to the Customer under the terms of this Agreement and the more specific agreements as specified in the Special Terms of Service of each Service separately, and in the Service Order, as detailed below.
- 1.2. This Agreement together with the Special Conditions of each Service provided, and the Service Order(s) constitute the entire Agreement between the Parties, which supersedes and replaces in any case any prior agreement or statement, written or oral, regarding the matters set forth herein. For each service that the Customer wishes to receive, the relevant Service Order will be completed, to which the Special Terms of Service will be attached.
- 1.3. In the event that any agreement or term set forth herein conflicts with a term or agreement set forth in the Special Terms, or the Service Order, the more specific agreement or term contained in the Special Terms or the Service Order shall prevail.

**2. DURATION**

- 2.1 This Agreement shall be effective upon signature by the Parties and shall terminate upon the termination in any manner of the last Service Order attached hereto, or in the circumstances detailed below.
- 2.2 Any service ordered by the Customer will be valid from the date it is accepted by the Customer. In particular, the date of acceptance of the SYNAPSECOM to the Customer's contact person and forming an integral part thereof. The Customer within five (5) days from the receipt of the Service Acceptance Notification Form, which will be indicated therein, will be obliged to carry out all the necessary tests and trials and to notify any possible failure of the service within the same period of time or in any other case to send back the Service Acceptance Notification Form signed by the Customer accepting the service. In any case of the Customer's failure to meet this deadline, SYNAPSECOM will consider that the Service has been delivered and accepted as of the date on which this deadline expired.
- 2.3 The Initial Contractual Term of this Agreement, which is agreed and stated in the Service Order, shall commence from the date of acceptance of the Service by the Customer, in accordance with paragraph 2.2 hereof, and upon expiry shall be converted to an indefinite term.

**3. FEES AND EXPENSES**

- 3.1 The fee and any installation or activation costs for each service will be specified in the relevant Service Order and will be paid in the manner set out below.
- 3.2 The Customer shall be responsible for the payment of all taxes and charges and generally all expenses incurred in the performance of its activities in connection with the services it receives hereunder.

#### **4. METHOD OF PAYMENT**

- 4.1 The payments of the above fees will be made in Euro, unless otherwise agreed in the Service Order.
- 4.2 Payment invoices will be issued by SYNAPSECOM during the first five days of each calendar month and will relate to the next calendar month following the issue of the invoice. In particular, the first invoice after the Order of the Service will include any one-off activation amount, depending on the Service provided, as well as SYNAPSECOM's monthly fee for the first two months of provision of the Service. The first invoiced month will include the monthly fee calculated pro rata according to the date of acceptance of the Service as described in clause 2.2. of this Agreement
- 4.3 Payments of invoices made in accordance with the provisions herein shall be made by the Customer within thirty (30) days from the date of issue of the invoice. Payments shall be made to the following bank account of SYNAPSECOM.

##### **ALPHA BANK**

No. Account : 216002320000810

SYNAPSECOM TELECOMS AE

IBAN: GR02 0140 2160 2160 0232 0000 0000 810

- 4.4 SYNAPSECOM's Fee includes all taxes and other charges of any kind, such as income taxes, customs duties, and other import charges, etc., except for VAT, which will be added to all Fee Payments.
- 4.5 It is expressly agreed that in the event that the above invoices for the fees for the Services of this Agreement are not paid within thirty (30) days from their issue, the Client shall be liable for the statutory late payment interest, unless this delay in payment is not due to the fault of the Client.
- 4.6 SYNAPSECOM has the right to adjust the fee for each service according to market data. Such fees may be adjusted upon thirty (30) days prior written notice to Customer provided that such adjustment is not made prior to the expiration of the Initial Contract Term and there is written acceptance by Customer of the adjusted fee.
- 4.7 If the Customer disputes an invoice, he/she will be obliged to pay the total amount of the invoice and to notify SYNAPSECOM in writing of the disputed amount and the reason for this dispute. The Parties shall make every effort to find a solution to the dispute as soon as possible. If the dispute is resolved in favour of the Customer, SYNAPSECOM shall reimburse the Customer the disputed amount (or part thereof) together with an interest agreed at an annual rate of EURIBOR plus 2 additional points calculated from the date of the written notice in accordance with the above until the date of the reimbursement of the disputed amount. In the event that the imposition of default interest is not permitted by applicable law at the aforementioned rate, the maximum default interest rate applicable under the law shall apply.

#### **5. SUSPENSION OF THE PROVISION OF THE SERVICE**

In the event that the Customer does not pay a fee within the thirty (30) day period from the issuance of the invoice as referred to in clause 4.3 above, SYNAPSECOM, in addition to all other rights it has under the present, has the right to suspend the provision of all the services it provides under the present for as long as the payment of the invoice is pending, in accordance with the detailed provisions of the Special Conditions of each Service.

#### **6. TERMINATION AND COMPLAINT**

6.1 During the Initial Contractual Term as agreed in the Service Order, the Parties may terminate this Agreement for the following reasons:

- 1) SYNAPSECOM has the right to terminate the Agreement in relation to a service with thirty (30) days prior written notice in the event that the Customer has breached any warranty or obligation arising from the Agreement and such breach has not been cured

within thirty (30) days from the day that SYNAPSECOM notified the Customer in writing of such breach.

- 2) Customer shall have the right to terminate the Agreement with respect to any Service upon thirty (30) days prior written notice if SYNAPSECOM breaches a term hereof and has not cured such breach within thirty (30) days of the date Customer gives written notice of such breach to SYNAPSECOM.

6.2 If the term of this Agreement, as agreed in the Service Order, has already been converted to an indefinite term as set out in clause 2.3, either Party shall have the right to terminate the Agreement in respect of a Service with prior written notice. Such termination shall take effect thirty (30) days after it is received by the other Party. Such Termination relating to a single Service will be subject to termination after the aforementioned period of time.

6.3 The Contract may also be terminated in accordance with the provisions of Article 9 hereof.

## **7. DECLARATIONS BY THE CONTRACTING PARTIES**

7.1 Nothing contained herein shall be construed to create, imply or establish an agency, partnership, business lease or joint venture relationship for any purpose, and neither Party shall have any right, power or authority to create any obligation, express or implied, in the name of and on behalf of the other Party.

7.2 No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

## **8. CONFIDENTIALITY**

8.1 Taking into account what is set forth in Article 7.2 below, each of the Parties shall have the right to:

- a) Use any confidential information only for the purposes hereof.
- b) Not to disclose confidential information to a third party without the prior written consent of the other party (except SYNAPSECOM which has the right, if necessary, to disclose confidential information to its subsidiaries or consultants, or auditors and financial institutions); and
- c) Ensure that any third party that has received confidential information has signed a confidentiality agreement in accordance with the terms of this Article.

8.2 The provisions of paragraph 7.1 above do not apply to confidential information that (i) has already become known without a breach of a condition of the above article (ii) has been ordered to be disclosed by a court decision or a law or regulation imposed and in force (iii) has become widely known regardless of the party that has received it.

8.3 The obligations of the parties set forth herein shall remain in force throughout the duration of the provision of the services agreed upon herein and for three (3) years thereafter.

## **9. FORCE MAJEURE**

Neither Party shall be liable under this Agreement if there is a failure or delay in performance due to force majeure. If such an event occurs then any Party affected by it shall have the right to request, in writing, a reasonable extension of the time limits set forth in this Agreement to complete its obligations under this Agreement for the period of time during which the Force Majeure Event was in effect.

Force majeure includes unforeseen, extraordinary events such as fires, floods, storms, earthquakes, avalanches or land subsidence, wars, riots, strikes and any other similar causes, epidemics and any other events that according to the law or the established case law of the Greek Courts constitute force majeure.

If such an event continues for a period of more than sixty (60) consecutive calendar days, then the adversely affected Party shall have the right, at its option, to either a) terminate this Agreement, or b) suspend performance of this Agreement until the termination of the Force Majeure Event and for a reasonable period of time.

If the Customer wishes to terminate or postpone the performance of the obligations arising from this Agreement, only the written acceptance by SYNAPSECOM of the fact - and in case of refusal, it must be justified, considered by the Customer as an Event of Force Majeure, will release the Customer from the consequences of any late payment due under this Agreement or any other obligation undertaken under this Agreement.

## **10. EXCLUSION**

This Agreement and any rights or obligations hereunder may not be assigned or transferred in any way by either Party, in whole or in part, without the prior written consent of the other Party, except where a Party assigns its rights hereunder to a successor in title, a related or subsidiary company or corporation or other legal entity that controls or is under common control with that Party. In the event of any assignment or transfer of rights or obligations by any of the Parties arising under this Agreement, the transferee thereof, regardless of the cause, shall be substituted in the position of the transferor or transferor under this Agreement, the latter being jointly and severally liable with the transferee to the other Party.

## **11. RENUNCIATION OF RIGHTS**

The failure of any of the Parties to exercise or delay in exercising any right hereunder shall not be deemed a waiver except as specifically provided herein. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

## **12. PARTIAL ANNULMENT**

If any term hereof is declared invalid, illegal or ineffective or in any way impaired in whole or in part, it shall not affect the validity or interpretation of the remainder of such term or the other terms hereof.

## **13. LIABILITY OF THE CONTRACTING PARTIES**

Without implying that they waive their rights to indemnification where provided for in this Agreement, the Parties shall not be liable to each other, except in case of death, negligence, or fraud of themselves or their agents, for any consequential loss or loss of profits. Further, SYNAPSECOM's liability hereunder shall be limited solely and exclusively to the liability as specified in the Specific Terms of each Service. In the event that any limitation set forth in this article is held invalid by law, it shall be deemed not to apply up to the point specified by law and otherwise the limitations set forth herein shall apply.

## **14. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the Greek Laws. The competent courts for the resolution of any dispute shall be the Courts of Athens.

**15. HINDICATIONS**

The parties hereto shall designate contact persons for the purposes of this contract and each service separately if necessary. For the purposes hereof, all notices required or to be given hereunder shall be given by courier or by facsimile or by e-mail to the address set forth at the beginning of this Agreement, or to the addresses provided by each party in the applicable Service Orders unless they give written notice of a change of address to the other.

Each notice will be deemed to have been served for mail within three (3) working days of its dispatch, for fax at the same time it was sent, for e-mail within one (1) day of its dispatch and for courier when it was delivered, unless the Customer notifies a fault or failure in a SYNAPSECOM Service by telephone to the Fault Notification Office at the telephone number set out in the Special Conditions of each Service, and such notice shall be deemed to have been given upon SYNAPSECOM providing the fault report number.

**16. DOCUMENTS TO BE SUPPLIED TO THE CUSTOMER FOR EACH SERVICE**

For each service that the Customer wishes to receive under this Agreement, he shall receive and be required to sign the Special Conditions relating to the Service(s) he receives and the corresponding Service Order(s). These documents, once signed by the Parties, shall be attached to and form an integral part of this Agreement.

**SIGNATURE OF THE CONTRACT**

To the credit of the foregoing, this Agreement has been drawn up in two (2) originals, which, having been read by the parties, have been signed by their legal representatives, each of whom has received one copy.

For the Customer

For SYNAPSECOM