

**AGREEMENT FOR PROVISION OF "INTERNET ACCESS" SERVICE**  
**№**

**CLIENT №**

Today, , 2008 in the city of Sofia between:

1. NEXCOM BULGARIA EAD, with seat and address of management in the city of Sofia, 75 Krum Popov Street, Floor 4, being registered under Company case No. 12987/1998 with the Register of the Sofia City Court, with BULSTAT Code No. 121813862, represented by **Monyu Valentinov Monev**, in his capacity of EXECUTIVE DIRECTOR, (in the person of his legal representative **Alexander Zhekov**) referred to hereinafter as „NEXCOM" on one hand,

and

2. , PIN , ID card № , issued on by RPD- , of permanent address: , referred to hereinafter as CLIENT on the other hand,  
the present agreement was concluded with the following subject:

**II. SUBJECT OF THE AGREEMENT.**

Art. 1. (1) With the present agreement NEXCOM agrees to render to the CLIENT against payment "IP services" via its own telecommunication network from stationary radio unit of the type "point to many points".

(2) The service specified in the present paragraph shall include:

1. Transmission of local national traffic.
2. Transmission of international Internet traffic.

(3) The technical characteristics of the service are given in detail in Appendix No 1, an integral part of the present agreement.

(4) The price of the IP service depending on the speed of data transmission checked in the respective check box in Appendix no 1.

**II. TERM OF THE AGREEMENT.**

Art. 2. (1) This Agreement enters into force as from the date of its signing by the parties.

(2) Within 20 (twenty) workdays from the date of signing of the present agreement NEXCOM shall activate the services rendered to the CLIENT, if the latter has given the needed assistance.

(3) Upon the activation of the services the parties shall sign Activation Protocol Appendix No 3 to the present contract. In case the services are activated and the CLIENT has started to use them without having signed Appendix No 1, it shall be considered that the CLIENT agrees on the quality of the rendered service and the test period, specified in art. 4 shall be considered as from the date of using the service.

(4) On the date of service activation starts a 30 (thirty) day test period. Within this period the CLIENT shall have the right to terminate this contract by an express and written statement addressed to NEXCOM. The contract shall be deemed terminated as from the date of receipt of the statement by NEXCOM. Any statement, received by NEXCOM after the expiry of the test period shall not produce any action. In case of termination of the contract for the test period the CLIENT shall owe all due prices as per Art. 3 within a 15 (fifteen) day term from the termination of the contract.

(5) From the date of termination of the test period of the previous item, the contract is considered to be signed for a period of 12 (twelve) months. (initial period).

(6) The CLIENT has no right to terminate unilaterally the agreement prior to the expiry of the initial period of the agreement specified in para. 5.

(7) Upon expiry of the initial period of the agreement, the same shall be extended for other 12 (twelve) month periods, in case none of the parties object this extension in writing at least 30 (thirty) days prior the expiry of the respective period. Within the specified period (12 months upon the expiry of the initial period), the agreement can be terminated by each of the parties with 30 day notification in writing.

**III. PRICE OF THE CONTRACT.**

Art. 3. (1) The CLIENT shall pay:

1. An installation fee to the amount of 30,00 (thirty) BGN
2. Monthly subscription fee - (monthly fee) to the amount of ( ) BGN.;
3. Monthly subscription fee to the amount of 0.00 (in words: zero) BGN for the leased equipment (equipment fee)

(2) The fees under the previous paragraph shall be paid as follows:

1. Under para 1, item 1 within 5 (five) workdays from signing the contract, against an invoice issued to the name of the CLIENT;
2. Under para 1, item. 2 and item. 3 every month not later than the 15<sup>th</sup> day of the current month;
3. If the CLIENT delays the payment of the amount due under the agreement the CLIENT shall be liable to a forfeit to the amount of 0,1% (zero point one per cent) of the amount due for every day of delay, which shall be automatically added after the 25<sup>th</sup> day of the month the amount was due.

(3) The invoices shall be prepared by NEXCOM until the 5<sup>th</sup> day of the month concerned according to the rules of the effective accountancy procedures and tax laws. The invoice shall be mailed to the CLIENT's address being stated below in this Agreement. If the CLIENT has not received or has received with some delay the respective invoice, he/she shall not be released from the obligation to pay the agreed amounts as described in para 2, item 2.

(4) The fee for the first month of the subscription shall be calculated as a proportion of the amount under para 1, item 2, respectively item 3, as from the date of the activation of the service and signing of the Activation Protocol (Appendix no 3) to the last day of the respective month. The fee shall be calculated and included in the invoice for the next full month together with the fee for the respective month as per the provisions of the previous paragraph.

(5) All amounts under this agreement shall be considered settled when paid in cash at the cash-desk of NEXCOM (at the address of the headquarters of the company) or by bank transfer to the following bank account:

Bank: BULBANK AD – KALOYAN Branch

BIC Code: BFTBBSGF

IBAN of the current account: BG13 BFTB 7630 1037 2029 17

IBAN of VAT-account: BG121813862

Holder of account: NEXCOM – BULGARIA EAD

LP: Monyu Valentinov Moneyv

(6) All commissions, fees and other expenses as incurred in relation to the bank transfer shall be born by the CLIENT.

(7) All costs and current expenses for the transmission network maintenance and incurred by NEXCOM for rendering the services to the CLIENT at the required quality level, shall be born entirely by NEXCOM.

(8) All fees given in the agreement are Value Added Tax (VAT) included.

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

Art. (1) NEXCOM is obliged:

1. To carry out the transmission activity by observing the regulations of the effective laws as well as the accepted Bulgarian standards, the electro-magnetic compliance requirements, rules and technical safety requirements, to ensure:
  - A) environment protection, human life and health to be guaranteed, both under the ordinary operating conditions and in emergency conditions;
  - B) the quality of the services.
2. To measure the speed of the transmission of the data flow and other characteristics of the quality of service in real time both from its side and from the side of the end user. The measuring shall not interfere with the normal function of the network.
3. To fulfil the obligations under item 1, NEXCOM shall be bound:
  - A) not to give any false signals of disaster or any other extraordinary conditions as well as signals that can be mistaken for such;
  - B) not to alter the technical characteristics of the telecommunication equipment;
  - C) to use only telecommunication equipment of confirmed compliance that is on the market in conformity with the legislation in force;
  - D) to use the telecommunication devices only as designated and as instructed by the manufacturer;
  - E) to use only telecommunication equipment that is in good working order;
  - F) to use only the radio-frequency /i.e. band/s, granted by the Communications Regulation Commission (CRC) in due order;
  - G) If there is a problem, related to electro-magnetic compliance, to make, at his expense, the alterations in the location and the parameters of the stationary stations, as prescribed by the CRC.

(2) NEXCOM has the right:

To seek and receive from the CLIENT within the due term the fees due for the services as rendered to him/her;  
To give written directions and instructions to the CLIENT for the proper use of the service as rendered;

1. To suspend rendering of the service(s) during prophylactic inspections, repairs and adjustment periods of its network, after prior agreement with the CLIENT;

2. To temporarily disconnect the CLIENT from the network in case of occurring of any technical failure;
3. To stop without any notice or to temporarily restrict the access to its network and the rendering of the service(s) in case of any illegal use of the network and of the services as provided through it for purposes of achieving goals being prohibited by the law as well as in case the CLIENT breaches the present agreement. The illegal use of the service as well as the breach of the present agreement shall be registered by a record of findings issued by authorized representatives of NEXCOM;
4. To provide the CLIENT with equipment. The equipment that shall be provided for the CLIENT is given in detail in Appendix No 2 (Protocol for provided equipment).
5. To temporarily disconnect the CLIENT from the network for delay to settle the invoiced amounts exceeding 5 (five) days from the deadline specified in art. 3, para 2, item 2 of the agreement.

Art. 5 (1) The CLIENT has to obligation to:

1. To use the services in conformity with the national legislation in force and the applicable international law;
2. Not to transfer to third parties the right to use the service;
3. To pay the fees set by NEXCOM in the way and within the deadlines, specified in the present agreement;
4. To pay for the amounts due, independently of any filed notifications or complaints for termination or deteriorated quality of service;
5. B At time being preliminary agreed with NEXCOM, he shall provide access to the subscription post of the Client for erection, maintenance, adjustment, repair and prophylactic purposes
6. To notify NEXCOM within seven-day term for any changed made in the identification data stated in the title page hereof;
7. ) to take due care for the preservation of the equipment provided by NEXCOM and in case of termination of the contract to ensure the access of employees of the same to the premises where the equipment is assembled to disassemble it.
8. To provide for the specified in the first sentence, it *is recommended* to provide for breakdown electricity supply (UPS) for the leased equipment of NEXCOM.

(2) The CLIENT has the right:

1. To use the service(s) according the provisions of the present Agreement;
2. To notify NEXCOM for any problems related to the service(s) use. It shall be considered that the CLIENT has been validly notified if the complaint/notification has been sent to him/her in writing by e-mail, fax or by registered phone call at the contact details of NEXCOM given below.
3. To submit to NEXCOM and/or CRC requests, complaints and proposals and to receive feedback in writing within one month period;
4. To request in writing or by e-mail NEXCOM to carry out measuring and to submit information about the speed of transmission of information flow and other characteristics of the quality of service;
5. If NEXCOM fails to render the service for a period exceeding 48 hours, the CLIENT has the right to receive compensation. This shall be done by deducting the due fee proportionally to the period during which the CLIENT did not have the real possibility to use the service. For the purposes of this Agreement, the service(s) shall be deemed to be validly suspended if the CLIENT has notified NEXCOM by registered phone call at the Helpdesk telephones, as stated in this agreement and NEXCOM has not responded, or even if NEXCOM has responded, it failed to restore the service(s) rendering to the CLIENT.

## V. BEARING OF RESPONSIBILITY

Art. 6. (1) NEXCOM is responsible for rendering the service via its network and takes the obligation to provide only for the technical access to the network. NEXCOM bears no responsibility for the proper functioning of the Internet applications used by the CLIENT.

(2) NEXCOM bears no responsibility for:

1. The quality of service, except if the fault is in its network;
2. Disconnection from the network outside the areas of coverage;

(3) NEXCOM bears no responsibility for:

1. The way the CLIENT uses the service and all consequences originating from it, for example:
  - A) if the CLIENT is unable to connect to the network if it does not lie within the obligations of NEXCOM;
  - B) Disconnection from the network outside the areas of coverage.
2. Inability to use the service as a result from non-observance of the recommended in art. 5, para 1, item 8 from the agreement and subsequent damage of the equipment and/or from configurations or settings of the same;

3. The security of the data transmitted via the network as well as the disclosure of the authentication details for use of the service, regardless of the reason and or/the method of disclosure, including the cases of illegal actions, which threaten the security of devices, networks and records;

4. The disclosure of the authentication details for use of the service and other personal details of the CLIENT before authorized persons in the cases, envisaged by law;

5. The contents and the updating of the transmitted or processed via the network information;

6. The cases of illegal actions on behalf of third parties, like unauthorized access, transmission and spreading of computer viruses, etc., which broke into the anti-virus software and/or the fire walls, used by the system of NEXCOM for protection of the data transmitted via the network.

## **VI. TERMINATION OF THE AGREEMENT.**

Art. 7. This Agreement shall be terminated outside the case of Article 2, Para 7 also for the following reasons being described in details:

1. By mutual written agreement of the Parties;

2. Unilaterally, by the CLIENT, with a 30-day written notice sent to the other Party, upon the expiration of the Initial period;

3. Unilaterally, by NEXCOM, with a 10-day written notice, in case of regular non-payment within the due term of the amounts due within the deadlines, specified in the agreement;

4. Unilaterally, by the NEXCOM - if the price of the service offered is to be increased and the CLIENT does not object or agree within three days to the notification that the higher price shall be applied, NEXCOM has the right to terminate the agreement unilaterally with a seven-day notification;

5. Unilaterally by the CLIENT with 10-day written notice, if proved that NEXCOM systematically fails to render the service within the technical parameters, given in Appendix No 1.

## **VII. PENALTIES.**

Art. 8. (1) If the agreement is terminated prior to expiry of the initial period the CLIENT is liable penalty to the amount of: the monthly fees, the CLIENT owes to the OPERATOR from the time of termination of the contract to the expiry of the Initial period.

(2) In case of damage or steal of leased equipment, property of NEXCOM, the CLIENT owes a penalty to the amount of the value of the respective item, given in Appendix No 2.

(3) Each of the parties has the right to seek compensation for suffered damages and lost profits as envisaged by claim law.

## **VIII. OTHER PROVISIONS**

Art. 9. (1) NEXCOM reserves the right to temporarily disconnect the CLIENT from the network for delay to settle the invoiced amounts exceeding 5 (five) days from the deadline specified in art. 3, para 2, item 2 of the agreement until the debt is settled.

(2) In case the service is temporary terminated, the CLIENT shall be reconnected within two hours from the payment of the amount due at the cash-desk of NEXCOM, or from receipt of the notice for certifying the bank account according to art. 3, para 5 from the agreement.

Art. 10. All revisions and amendments to the present agreement shall be considered valid if are signed as bilateral agreements in writing, signed by authorized representatives of the parties.

Art. 11. In case of any disputes regarding the implementation, application, interpretation, termination, etc. of the present Agreement, the Parties shall undertake the necessary measures for their voluntary settlement by mutual agreement. If such consent cannot be reached, any of the Parties can refer the matter to the competent Bulgarian civil court for settlement as per its regulations.

Art. 12. (1) As specified by this agreement „NETWORK” is to be considered the electronic telecommunication network of NEXCOM which is used for rendering the services specified in the present agreement. This includes electronic telecommunication devices and equipment in their integrity, not as separate units and components and is used as a generic term.

### NEXCOM contact details:

1421, Sofia, 75, Krum Popov str.

E-mail:

[helpdesk@nexcom.bg](mailto:helpdesk@nexcom.bg) (for technical problems);

[finance@nexcom.bg](mailto:finance@nexcom.bg) (for financial issues).

Customer service telephone number: 02/490 1 490.

### CLIENT contact details:

Contact telephone number:

All issues not regulated by the present agreement shall be subsidiary ruled pursuant to the provisions of the Bulgarian Civil and Trade Law.

The present agreement was drawn and signed in two identical copies – one copy for each party.

Integral parts of the present agreement are:

1. Technical characteristics of the service – Appendix № 1;
2. Protocol for leased equipment – Appendix № 2 (as from the date of its signing);
3. Activation Protocol Appendix № 3 (as from the date of its signing).

**FOR NEXCOM:**

**FOR CLIENT:**

\_\_\_\_\_  
Alexander Zhekov  
(first and family name)

\_\_\_\_\_  
( )

Entrusted with Power of Attorney No 64 /. 18.01.07 year  
certified by Notary Public Ralitsa Yankova, registered at  
RC- Sofia

**APPENDIX № 1**  
**To AGREEMENT №        /        г.**  
**FOR PROVISION OF "INTERNET ACCESS" SERVICE**  
**BETWEEN NEXCOM BULGARIA EAD AND**

TECHNICAL CHARACTERISTICS OF THE SERVICE

**I. Technical parameters of the service(\*):**

- 1. Service speed 1024 kbps – 1024 kilobits not guaranteed Internet, overbooking 1:10, symmetric;
- 2. Service speed 2048 kbps – 2048 kilobits not guaranteed Internet, overbooking 1:10, symmetric.

**II. Method of rendering the service:**

- 1. Via WiMAX technology, using only restricted resource – radio-frequency spectrum;

**FOR NEXCOM:**

**FOR CLIENT:**

\_\_\_\_\_  
Alexander Zhekov  
(first and family name)

Entrusted with Power of Attorney No 64 /. 18.01.07 year  
certified by Notary Public Ralitsa Yankova, registered at  
RC- Sofia

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**APPENDIX № 2**  
**To AGREEMENT № / r.**  
**FOR PROVISION OF "INTERNET ACCESS" SERVICE**  
**BETWEEN NEXCOM BULGARIA EAD AND**

**PROTOCOL FOR LEASED EQUIPMENT**

Today            in the city of Sofia pursuant to art. 4, para. 2, item. 6 from signed Agreement №            /            for IP Service between NEXCOM BULGARIA EAD and            ,

The CLIENT was provided with the following equipment, property of NEXCOM:

<b>№</b>	<b>Type of installed equipment</b>	<b>Address</b>	<b>Pieces</b>	<b>Unit price</b>
1				

**CLIENT INTERNET CONNECTION DETAILS**

<b>IP address</b>	
<b>Default Gateway</b>	
<b>Subnet mask</b>	

The parties declare that on the date the present protocol was signed the equipment, described in the table above was installed in the premises of the CLIENT.

**FOR NEXCOM:**

**FOR CLIENT:**

\_\_\_\_\_  
Alexander Zhekov)  
(first and family name)  
Entrusted with Power of Attorney No 64 /. 18.01.07 year  
of Notary Ralitsa Yankova with region of action  
RC- Sofia

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(       )

**APPENDIX № 3**  
**To AGREEMENT №        /        .**  
**FOR PROVISION OF "INTERNET ACCESS" SERVICE**  
**BETWEEN NEXCOM BULGARIA EAD AND**

**ACTIVATION PROTOCOL**

Today,                    in the city of Sofia an Activation Protocol was signed as follows:

THE FOLLOWING JOINT TECHNICAL TESTS WERE CARRIED OUT:

1. ....  
.....  
.....
2. Other tests carried out at CLIENT request:  
.....  
.....  
.....

СЛЕД FOLLOWING THE SUCCESSFUL TECHNICAL TESTS THE PARTIES AGREE ON THE FOLLOWING:

1. The service shall be considered rendered as from the date of signing the present protocol.
2. The CLIENT declares that he/she agrees on the conditions and the quality of the rendered service.
3. NEXCOM declares that the rendered service conforms with the terms of the present Activation Protocol, the IP Service Agreement and the Appendixes to it.

**FOR NEXCOM:**

**FOR CLIENT:**

\_\_\_\_\_  
Alexander Zhekov)  
(first and family name)  
*Sales Specialist at Corporate Sales Dept*

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(        )