

REFERENCE

INTERCONNECT OFFERING

From

Gibtelecom Limited
(`*GIBTELECOM*`)

This is not a legal document. *GIBTELECOM* is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of *GIBTELECOM*.

1. Preface

1.1 This Reference Interconnect Offer, which is presented in the form of a standard contract, deals with Interconnect Services which *GIBTELECOM* offer to operators, authorised under the Communications Act 2006 and who conform to the conditions set out in the Communications (Authorisation and Licensing) Regulations 2006, operating in the Gibraltar market. Organizations who are not entitled to Interconnect pursuant to the provisions of the Communications (Access) Regulations 2006 are only entitled to the Access Services offered by *GIBTELECOM*. Charges for Access Services will only be made available to relevant organizations that are in possession of a signed valid agreement with Gibtelecom. It also deals with Interconnect Services, which *GIBTELECOM* offers to organizations, authorised in other EU Member States, for termination of traffic presented at the *GIBTELECOM* Interconnect Node which originated in other EU Member States. The interconnection charges being made available in this Reference Interconnect Offer will be available to all interconnecting Operators on a non-discriminatory basis. In the event that agreement is reached with any single Operator on new rates for any service covered by this Reference Interconnect Offer, then those rates will be made available to all interconnecting Operators.

1.2 The Reference Interconnection Offer only applies to;

(a) Operators who are authorised to provide telecommunications services in Gibraltar pursuant to the provisions of the Communications Act 2006 and who have an entitlement to Interconnect pursuant to the provisions of the Communications (Access) Regulations 2006.

(b) Organizations who have an entitlement to Interconnect and who are licensed and notified to the relevant national regulatory authority for telecommunications in other EU Member States and who present traffic at the *GIBTELECOM* Interconnect Node which originated in another EU Member State.

Interconnection is a reciprocal service between two telecommunications networks used by the organisations referred to at (a) and (b) above. *GIBTELECOM* should be able to obtain, where relevant, from the interconnected Operators, similar services on similar terms and conditions as those it offers to that Operator particularly to convey traffic from its customers to the Operator's customers. These services provided by the other Operator shall be included in the Interconnect Agreement between *GIBTELECOM* and that Operator.

GIBTELECOM will not be responsible for the content of traffic conveyed through its Interconnect Services.

1.3 This Reference Interconnect Offer was updated 1 December 2015 .

1.4 *GIBTELECOM* reserves the right to review and to revise this Reference Interconnect Offer on a regular basis but in any event, not more frequently than quarterly per annum. Further, *GIBTELECOM* shall review and revise this Reference Interconnect Offer when required to do so by the Authority acting in exercise of the powers conferred on by it by the Communications Act 2006.

STANDARD INTERCONNECT

AGREEMENT

Between

Operator Name

and

GIBTELECOM

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THIS AGREEMENT is made

Between

[Operator Name]

having its registered office at the [Operator Address] (hereinafter

referred to as "*the Operator*" or "*Operator*")

and

Gibtelecom Limited

having its registered office at 15/21 John Mackintosh Square, Gibraltar

(hereinafter "*GIBTELECOM*")

1. Introduction

Whereas

A. The Operator is authorised to provide telecommunications services pursuant to the provisions of Section 32 of the Communications Act 2006 and in the case of provision of Access Services is in possession of a signed valid agreement with Gibtelecom.

B. The Operator warrants, represents and undertakes that it:

- (a) has obtained, all consents, licenses, authorisations, approvals and permissions necessary to enter into this Interconnection Agreement, receive the Service(s) and to carry out its obligations under this Interconnection Agreement; and
- (b) will comply with all applicable Gibraltar laws and regulations relating to its business, instructions or guidelines issued from time to time by regulatory authorities, relevant licences and any other codes of practice which apply to the Operator in Gibraltar.

C. *GIBTELECOM* has been designated by the Authority as having Significant Market Power (within the meaning of the Communications Act 2006) and is authorised pursuant to the provisions of the Communications Act 2006.

D. The Parties have agreed to interconnect their respective fixed or mobile, or both, networks to the *GIBTELECOM* fixed or mobile network, or both, in accordance with the principles set out in the Communications (Access) Regulations 2006 and to the supply of services and facilities on the terms and conditions as provided for in this Agreement.

E. The Parties entering into this Agreement recognise the necessity of effective interconnection of their fixed or mobile networks in the provision of quality telecommunications services to their respective customers. The Parties believe that a fundamental principle of interconnection is to enable customers of one of the Parties to communicate effectively with customers of the other Party and that accordingly:

- (a) interconnection should not be unnecessarily constrained by technical obstacles or limitations which have no justifiable objective basis;
- (b) the quality of interconnect services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets for quality of service, operations and maintenance, provisioning and network performance in interconnection
- (c) the Parties should exchange technical information willingly and make interconnection effective, with due regard to commercial confidentiality;
- (d) the Parties should at all times act so as to facilitate the speedy and effective operation of this Interconnect Agreement, to the benefit of customers and to their mutual advantage and

- (e) in implementing services and facilities under this Interconnect Agreement, both Parties should endeavour to minimise the costs, provided that this does not result in additional cost attribution to other products and services provided by either Party and is consistent with agreed quality standards.
- (f) *GIBTELECOM*, having been designated by the Authority as having Significant Market Power in the Markets specified below, shall comply with the relevant conditions outlined in the Communications Act 2006 as amended from time to time.
 - (1) *Wholesale Fixed telephony*
 - i.) Call termination on the public telephone network at a fixed location in Gibraltar
 - ii.) Wholesale (physical) network infrastructure access (including shared or fully unbundled access) at a fixed location in Gibraltar
 - iii.) Wholesale broadband access
 - iv.) Wholesale terminating segments of leased lines, irrespective of the technology used to provide leased or dedicated capacity
 - (2) *Wholesale Mobile telephony*
 - i.) Voice call termination market
 - (3) *Retail Fixed telephony*
 - i.) Access to the public telephone network at a fixed location
 - ii.) National publicly available telephony services at a fixed location
 - iii.) International publicly available telephony services at a fixed location

In consideration of the mutual covenant and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

2. Definitions and Interpretation

2.1 In this Interconnect Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A.

2.2 References to Acts, Regulations and other legislation including European Community legislation are to such legislation as amended from time to time, any legislation of which it is a re-enactment and also includes any sub-ordinate legislation made from time to time under that legislation.

2.3 Terms defined in relevant European Union legislation on the liberalisation of the telecommunications services market or in consequent Gibraltar implementing legislation (which, for the avoidance of doubt includes Directions and/or Decisions published by the Authority) shall, where used in this Agreement, have the meanings ascribed to them in such legislation.

2.4 The following documents form part of this Interconnect Agreement and, in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:

1. Main body of this Interconnect Agreement
2. Annex A Definitions
3. Annex B Billing and Payments
4. Annex C Service Schedules
5. Annex D Interconnect Paths
6. Annex E The Interconnect Network Plan
7. Annex F Non Disclosure Agreement.
8. Annex G Service Level Schedule

2.5 This Interconnect Agreement encompasses and governs all interconnection services, including, but not limited to, the ordering; provisioning; testing; commissioning and charging of each interconnect path and link, provided by *GIBTELECOM* over the *GIBTELECOM* Fixed Network and *GIBTELECOM* Mobile Network.

3. Commencement and Duration

3.1 This Agreement takes effect on _____ . In respect of each Service, the start date shall be the date from which the service has been or shall be provided, as set out in the relevant Service Schedule(s).

3.2 The Agreement and Service Schedules shall continue to be in effect until the Operator ceases to be authorised to provide telecommunications services, granted to it pursuant to the provisions of Section 32 of the Communications Act 2006 or;

3.3 termination pursuant to this Agreement.

4. Network Interconnect

4.1 Interconnection between the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network and the Operator Network(s) will be achieved through one or more Interconnect Links. Each Interconnect Link will identify a connection between the *GIBTELECOM* Interconnect node(s) and one of the Operator Interconnect Nodes. Details of how this shall be achieved are set out in Annex E, (Interconnect Network Plan). Interconnect is available at the *GIBTELECOM* primary interconnect node located at City Hall. For direct interconnection with the *GIBTELECOM* Mobile Network the interconnect node is located at Mount Pleasant. The Operator may interconnect at these nodes subject to that Interconnect Link being bi-laterally agreed in the Network Plan as defined in clause 10 hereof.

4.2 Interconnect Paths will be provided using either Customer Sited Interconnect or In-Span Interconnect (both as described in Annex D) in accordance with this Agreement.

4.3 The actual Point of Interconnect shall be where the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network connect with the Operator Network and shall be a physical point where the connection can be disconnected in order to conduct testing. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the Point of Interconnect to meet the agreed

forecasted requirements in the Interconnect Network Plan at Annex E. Each Party shall be wholly responsible for the operation and maintenance of this transmission medium.

4.4. A price schedule for the Interconnect Path for each Interconnect Link is attached at Annex D.

4.5 The ordering periods for new Interconnect Paths shall be as defined in Annex D to this Interconnect Agreement.

5. Interconnect Services

5.1 Service Schedules 101 to 115 inclusive attached to this document at Annex C provide details on the fixed line services which *GIBTELECOM* provides the Operator on the Interconnect. Service Schedules 201 to 205 inclusive attached to this document at Annex C provide details on the mobile services which *GIBTELECOM* provides the Operator on the Interconnect. Service Schedule 300 attached to this document at Annex C provides details on the Operator's requirements from Gibtelecom, together with the services the Operator provides *GIBTELECOM* on the Interconnect(s).

5.2 For the avoidance of doubt and notwithstanding the Interconnect between the *GIBTELECOM* Fixed Network and / or the *GIBTELECOM* Mobile Network and the Operator Network neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Service Schedule.

5.3 The Service Level Schedule attached to this document at Annex G provides details on the level of service which either *GIBTELECOM* or the Operator provide on the Interconnect.

6. Charging for Interconnect Services

6.1 The charging structure for each Interconnect Service and Access Service is described in detail in the Service Schedules attached at Annex C together with the applicable charges for each service type. The method of reviewing the charges given in the Service Schedules at Annex C is described in clause 22 hereof.

6.2 The chargeable time for each Call, unless specifically stated as otherwise, shall be the "conversation time" in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988, and revised in 1992, 1996 & 1999).

6.3 For SMS messages, the chargeable rate is based on each short message text terminated on the *GIBTELECOM* Mobile Network.

6.4 Save as may be otherwise provided in a Schedule at Annex C hereof, charges shall not be payable under this Interconnect Agreement by either Party to the other for the conveyance of a Call if the Call is not connected when there is a "ring" tone with no reply, an "engaged" tone, a "number unobtainable" tone or a "network information recorded announcement". For the avoidance of doubt neither customer nor network voice-mail systems shall be regarded as a "network information recorded announcement".

7. New Services

7.1 Either Party to this Interconnect Agreement may, at any time, request from the other Party an agreement to interconnect their respective Networks for the provision of any service or facility which the other Party provides under Interconnect Agreements with other Operators.

7.2 Following a request pursuant to clause 7.1, the other Party shall offer to enter into an Interconnect Agreement for the provision of the service or facility on its then current standard terms. For the avoidance of doubt, if the other Party is not *GIBTELECOM* then it shall not be obliged to provide any service on standard terms.

7.3 If a Party requests from the other Party an agreement for interconnection for the provision of a service which the other Party does not make available to third parties, but the other Party is obligated to provide such a service, the other Party shall enter into good faith negotiations for the provision of such service.

7.4 The Requesting Party shall provide the Requested Party with a written statement of its requirements at the time of its request, the Requested Party shall acknowledge receipt of such requests not later than five (5) working days after receipt.

7.5 Not later than two (2) weeks, unless otherwise agreed by the Parties, after receipt of statement of requirements, the Requested Party shall confirm whether the statement of requirements is sufficient. If not, the Requested Party shall request any further clarification it may reasonably require.

7.6 Subject to the Requesting Party's statement of requirements being sufficient, the Requested Party shall confirm in writing whether it accepts an obligation to enter into an agreement not later than six (6) weeks after the receipt of the statement of requirements unless otherwise agreed by the Parties.

7.7 If it does accept an obligation to do so, the Requested Party shall endeavour to agree the technical and commercial aspects of interconnection within seventy five (75) calendar days after receipt of the statement of requirements unless otherwise agreed by the Parties.

7.8 If the Requested Party does not accept an obligation, a Dispute may be deemed to have arisen between the Parties and the Parties may invoke the provisions of clause 17 hereof. Negotiations to agree terms for interconnection may nevertheless continue pending resolution of the Dispute.

8. Measurement of Traffic

8.1 The responsibility for traffic measurement shall reside with the Billing Party responsible for that particular Interconnect Service.

8.2 Each Party shall ensure that it records measurements of traffic in sufficient detail to meet its obligations as outlined in the Service Schedules attached hereto at Annex C and Annex B.

9. Billing and Payment

9.1 Each Party shall bill and reimburse the other Party in accordance with the procedures outlined in Annex B.

9.2 No charges shall be payable under this Interconnect Agreement by one Party to the other unless such charges are specifically referred to in this Interconnect Agreement.

9.3 Invoices are due and payable in GBP. Invoices are payable within thirty (30) calendar days from the date of issue of the invoice.

9.4 Each Party shall provide to the other, invoices of all amounts due to it, calculated in accordance with the provisions of the Services Schedules in Annex C, Annex B and Annex D hereof.

10. Network Design and Planning

10.1 Network design and planning of the Network Interconnect between the Parties is as outlined at Annex E which shall be known as the Network Plan. The Network Plan shall cover a three (3) year planning period.

10.2 The Network Plan shall be reviewed and updated by the Parties on an annual basis and agreed by both Parties by the end of October of each year.

10.3 The planning year shall be from January 1st to December 31st in each year.

10.4 During the first year of operation by the Operator, there shall be a mid year review of the Network Plan which shall be completed within six (6) months of signature of this Interconnect Agreement.

10.5 The forecasts provided between the Parties represent the good faith expectations of the Parties of their capacity requirements on the Interconnect. In the event that actual capacity activation should be less than that forecast, no penalty shall be incurred by either Party. In the event that one Party should request activation of capacity beyond that forecasted, the other Party shall use its best endeavours to meet this requirement but cannot guarantee that it shall meet this requirement.

11. Traffic/Network Management

11.1 *GIBTELECOM* will measure daily all route traffic carried in the interconnect links. The statistics measured will include the following information:

- Primary calls offered
- Primary calls overflowed
- Secondary calls offered
- Secondary calls overflowed
- Calls answered
- Calls lost

11.2 All network faults in the Interconnect links will be reported to the following telephone numbers as detailed below:

- Fault Reporting: 193
- Network Operations Centre: 20052200

12. Network Alteration and Modifications Costs

12.1 The Parties shall endeavour to minimise the number of Network Modifications and Network Alterations required in each other's Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.

12.2 Network Modifications shall be carried out on a free of charge basis subject to review in accordance with Clause 22 of this Agreement. However, both Parties reserve the right to unilaterally introduce Network Modification charging where the cost of modifications being carried out by one Party is materially greater than the cost of those being carried out by the other Party. In any case Network Modifications requested by either Party to introduce or modify geographic number ranges shall in all cases be implemented on a free of charge basis.

12.3 In order to ensure the timely implementation of Network Modifications, notice of Network Modifications shall be provided by the Party requesting the modification at least four (4) weeks in advance of the requested implementation date.

12.4 At least eight (8) weeks notice shall be provided by the Requesting Party for each Network Alteration request. The Requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within four (4) weeks of receipt of a Network Alteration request.

12.5 Network Alterations and Modifications shall be carried out within the timescales laid down in this clause. If a Requested Party believes that it is not in a position to proceed with the requested Network Alteration or Modification, either within the timescales requested or in any circumstances, the Requesting Party shall be advised within two (2) weeks of receipt of the request. In these circumstances the Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per clause 17 hereof.

13. Network Safety and Protection

13.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Interconnect Agreement to ensure that its Network does not:

13.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party; or

13.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.

13.2 Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus which the Authority has prohibited under the provision of section 42 (1) of the Communications Act 2006.

14. Numbering

14.1 Each Party shall use numbers in accordance with the Gibraltar numbering plan and shall comply with the numbering provisions in the Interconnect Network Plan attached at Annex E.

14.2 CLI shall be used for presentation purposes in accordance with the CLI Presentation Code of Practice as published by the Authority. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation and regulation and those of individual customers of the Parties.

15. Quality of Service

The Parties shall use their best endeavours to meet the performance standards as specified in the Service Level Schedule attached at Annex G.

16. Provisioning, Operation and Maintenance

16.1 The procedures for the installation and testing of the initial Interconnect as well as for the continued operation and maintenance thereof shall be governed by the provisions of the Operations and Maintenance Manual with reference to the ITU recommendations regarding testing and commissioning of C7 links.

17. Provision of Information

17.1 Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information on protocols in use by that other Party which are required for interconnection, conveyance of Calls or the provision of services specified in this Interconnect Agreement if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

17.2 Notwithstanding any provision of this Interconnect Agreement a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.

17.3 The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

17.4 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.

17.5 Subject to clause 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality

as per Clause 20, by the Disclosing Party or any third party at the time when the information was provided.

17.6 Nothing in this Interconnect Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to European Union data protection legislation or regulation.

18. Resolution of Disputes

18.1 Each Party shall use its best endeavours to resolve any Disputes between them concerning the implementation, application or interpretation of this Interconnect Agreement, excluding those covered by Annex B, in the first instance through negotiation between the parties through the normal contacts, hereinafter referred to as Level 1.

18.2 In the event of the Parties failing to resolve the dispute at Level 1 Negotiation within two (2) weeks either Party shall have a right to invoke the Dispute procedures specified herein on the service of notice to that effect upon the other Party. The Party serving the notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute.

18.3 Upon service of such notice the Dispute shall be escalated to Level 2. The parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.

18.4 If the endeavours of the parties to resolve the Dispute at Level 2 are not successful within two (2) weeks of escalation of the Dispute to Level 2, either party may upon service of notice to the other escalate the Dispute for determination by the Authority, hereinafter referred to as Level 3. All relevant details with regard to the nature and extent of the Dispute shall be furnished to the Authority together with a record of matters which have been agreed or not agreed at Levels 1 and 2.

18.5 The name of each party's liaison contact and representative at each level of consultation shall be as specified in the clause 27. No change to a liaison contact or representative shall be effective until it has been notified to the other party.

18.6 The time limits specified at paragraphs 18.2 and 18.4 above may be extended by mutual agreement between the parties.

18.7 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Interconnect Agreement.

18.8 Nothing herein contained shall prevent a Party from:

- (a) seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or
- (b) automatically referring the dispute to the Authority without recourse to Level 1 or Level 2 Negotiation in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution. Without prejudice to the foregoing each Party undertakes

to avail of the Level 1 and Level 2 procedures set out herein, prior to referring the dispute to the Authority save in exceptional circumstances.

19. Breach, Suspension and Termination

19.1 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.

19.2 If a Party is in material breach of this Interconnect Agreement (for the avoidance of doubt failure to pay an undisputed sum due hereunder constitutes a material breach), the other Party may serve a written notice (the "breach notice") on the Party in breach specifying the breach and requiring it to be remedied within:

19.2.1 thirty (30) calendar days from the date of receipt of such breach notice; or

19.2.2 in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.

19.3 If the Party in breach fails to remedy the breach within such period as may be specified by the Party not in breach pursuant to clause 19.2 the Party not in breach may, until such breach is remedied, suspend performance of such of its obligations under this Interconnect Agreement as is reasonable in the circumstances.

19.4 If the Party in breach fails to remedy the breach within the period stated in the breach notice, the Party not in breach may terminate this Interconnect Agreement on three (3) months' written notice provided always that if the Party in breach remedies the breach within such three (3) months' notice period, this Interconnect Agreement shall not terminate as a result of such notice.

19.5 *GIBTELECOM* may immediately, without prior notice to the Operator, but without prejudice to any subsisting right of action of *GIBTELECOM* under this Interconnect Agreement:

19.5.1 restrict, suspend or terminate all or any part its obligations under this Interconnect Agreement or;

19.5.2 terminate this Interconnection Agreement

if any one or more of the instances listed under sub-clause 19.6 should occur.

19.6 *GIBTELECOM* may take the action set out in sub-clause 19.5 in any one or more of the following instances:

19.6.1 if the Operator is in persistent breach of this Interconnection Agreement, particularly, but without prejudice to the generality of the foregoing, if the Operator is in persistent late and or non payment of any charges payable under this Interconnection Agreement. For the avoidance of doubt, persistent late and or non payment is defined as the Operator not having settled four out of the twelve preceding invoices (as measured against the issue date of the most current invoice) issued under this Interconnection Agreement by their respective Due Dates.

- 19.6.2 if *GIBTELECOM* has evidence of fraud or misconduct by the Operator in connection with the services being provided under this Interconnection Agreement;
- 19.6.3 if *GIBTELECOM* has evidence of fraud or misconduct in connection with the services being provided under this Interconnection Agreement with or without the Operator's knowledge or approval, by any third party whatsoever;
- 19.6.4 if the Operator negligently or knowingly and with intent to deceive provides *GIBTELECOM* with any false, inaccurate or misleading information;
- 19.6.5 if a judgement or conviction is made against the Operator, with reference to the business conducted under this Interconnection Agreement;

19.7 This Interconnect Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:

- 19.7.1 is unable to pay its debts within the meaning of the Companies Act or
- 19.7.2 has a Receiver or Examiner appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets; or
- 19.7.3 has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
- 19.7.4 enters into a voluntary arrangement with creditors under the Companies Act or
- 19.7.5 ceases to carry on business.

19.8 Either Party may terminate this Interconnect Agreement by giving at any time to the other not less than twenty four (24) months written notice to terminate, unless otherwise specified in the Schedule(s)

19.9 After a notice has been given pursuant to clause 19.8 a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.

19.10 Following a request pursuant to clause 19.9, if, on termination of this Interconnect Agreement either Party would be obliged under its Licence to enter into a new interconnection agreement with the other Party then the Parties shall carry on good faith negotiations with a view to entering into a new agreement to take effect on termination of this Interconnect Agreement.

19.11 Upon termination or expiry of this Interconnect Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall use reasonable endeavours to recover equipment made available by it.

19.12 If thirty (30) calendar days after the termination or expiry of this Interconnect Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within ten (10) calendar days of the date of the demand.

19.13 Without prejudice to a Party's rights upon termination or expiry of this Interconnect Agreement, a Party shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under this Interconnect Agreement for a period extending beyond the date of such termination or expiration.

19.14 Termination or expiry of this Interconnect Agreement shall not be deemed a waiver of a breach of any term or condition of this Interconnect Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

19.15 Notwithstanding the termination or expiry of this Interconnect Agreement clause 17, 19.11, 19.12, 19.13, 20, 21, 24 and 25 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.

19.16 Each of the Parties' right to terminate or suspend performance of this Interconnect Agreement pursuant to this clause 19 is without prejudice to any other rights or remedies available to either Party. In particular nothing contained herein shall prevent a Party who has been served with a breach notice pursuant to clause 19.2 hereof (and who is of the reasonable opinion that no such material breach has occurred) referring the matter to the Authority for determination. The Parties shall use their best endeavours to ensure that the Authority shall determine the issue as expeditiously as possible after hearing submissions and representations from both Parties. The remedies available to the Party alleging a breach under this clause 19 by the other Party shall not be exercised by it pending adjudication on the matter by the Authority.

20. Confidentiality

20.1 The Parties agree to treat all confidential information defined as such in Annex F hereof as confidential in accordance with the terms and conditions outlined in Annex F hereof.

20.2 The contents of this Interconnect Agreement, either in one or more parts or in its entirety, may not be divulged to any Third Party, with the exception of the Authority, without the written consent of both Parties.

21. Intellectual property rights

21.1 Except as expressly otherwise provided in this Interconnect Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Interconnect Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

22. Review

22.1 A Party may seek to amend this Interconnect Agreement by serving on the other a review notice if:

- 22.1.1 either Party's licence is materially modified (whether by amendment or replacement); or
- 22.1.2 a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Gibraltar or the EU; [or *GIBTELECOM*'s Standard Contract].
- 22.1.3 this Interconnect Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
- 22.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Interconnect Agreement; or
- 22.1.5 this Interconnect Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause 26 hereof; or
- 22.1.6 there is a general review pursuant to clause 22.1.3 hereof.

22.2 A review notice shall set out in reasonable detail the issues to be discussed between the Parties.

22.3 A Party may initiate a general review of this Interconnect Agreement by serving a review notice during the period of three (3) months commencing on 1st October in any year.

22.4 The charges for Interconnect Services set out in the attached Services Schedules at Annex C and the charges contained in Annex D shall, in any case, be reviewed on an annual basis.

22.5 On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Interconnect Agreement.

22.6 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Interconnect Agreement shall remain in full force and effect.

22.7 If the Parties fail to reach agreement on the subject matter of a review notice within three (3) calendar months (the relevant period) in each case from the date of service of such review notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the Authority to determine:

22.7.1 the matters upon which the Parties have failed to agree;

22.7.2 whether this Interconnect Agreement should be modified to take account of such matters; and, if so

22.7.3 the amendment or amendments to be made.

22.8 The Parties shall enter into an agreement to modify or replace this Interconnect Agreement in accordance with what is agreed between the Parties to conform with the Authority's determination.

22.9 The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular review notice.

23. Force Majeure

23.1 Neither Party shall be liable for any breach of this Interconnect Agreement caused by acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (other than a strike or lockout induced by the party so incapacitated), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

23.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").

23.3 Upon cessation of the service effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other of such cessation.

23.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Interconnect Agreement is affected, such Party shall, subject to the provisions of clause 23.6, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.

23.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Interconnect

Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

23.6 Following a force majeure notification and if the effects of such force majeure continue for:

23.6.1 a continuous period of not more than six (6) months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to clause 23.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

23.6.2 a continuous period of six (6) months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to clause 23.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Interconnect Agreement by giving not less than thirty (30) working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) working days notice. If this Interconnect Agreement is not terminated in accordance with the provisions of this clause 23.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

24. Credit Assessment and Credit Risk Management

24.1 It is a condition precedent to this agreement that the Operator shall provide to *GIBTELECOM* such guarantees as in *GIBTELECOM'S* reasonable and fair opinion demonstrates that the Operator is in good financial standing. The operator shall also provide to *GIBTELECOM* such financial security (whether by way of deposit, guarantee or otherwise) as *GIBTELECOM* in its reasonable and fair opinion considers appropriate as proportionate security against the Operator's non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by *GIBTELECOM* in writing.

24.2 *GIBTELECOM* may, at any time, require the Operator to enter into bank or other guarantees or to provide some other form of financial security, (for example a deposit) which in the reasonable and fair opinion of *GIBTELECOM* is/are appropriate as proportionate security against Operator's non-compliance with or non-observance of any of the provisions hereof (including failure to pay charges due). *GIBTELECOM* reserves the right to treat refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as *GIBTELECOM* may reasonably allow) of the date of *GIBTELECOM'S* request for the security as a breach of this Agreement by Operator.

25. Limitation of Liability

25.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Interconnect Agreement.

25.2 Subject to clause 25.4, if a Party is in breach of any of its obligations under this Interconnect Agreement to the other Party (excluding obligations arising under this Interconnect Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to £1,000,000 (Pounds one million).

25.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Interconnect Agreement, howsoever caused.

25.4 Each provision of this clause 25 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

26. Assignment of Rights and Obligations

26.1 Unless otherwise agreed in writing, and subject to clause 26.2, no rights, benefits or obligations under this Interconnect Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

26.2 No consent is required under clause 26.1 for an assignment of rights, benefits or obligations under this Interconnect Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network to an associated company provided that such successor or Associated Company shall have had a licence granted to it to run the Network of the assigning Party.

26.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Interconnect Agreement.

27. Notices

27.1 A notice shall be duly served if:

27.1.1 delivered by hand, at the time of actual delivery; or

27.1.2 sent by facsimile, upon its receipt being confirmed; or

27.1.3 sent by recorded delivery post,

27.2 Except if otherwise specifically provided all notices and other communications relating to this Interconnect Agreement (Level 1) shall be in writing and shall be sent as follows:

If to the Operator:

[Company name and address]
[Contact name]
[Contact telephone]
[Contact fax]

If to *GIBTELECOM* :

Dwayne Lara
Corporate & Regulatory Manager
Telephone 350 20052278
Fax 350 20071673
15/21 John Mackintosh Square

or to such other addresses as the Parties may notify from time to time pursuant to this clause 27.

27.3 The level 2 escalation points within the Parties in relation to resolution of Disputes shall be as follows;

If to the Operator:

[Company name and address]
[Contact name]
[Contact telephone]
[Contact fax]

If to *GIBTELECOM* :

Director, Technology
Telephone 350 20052200
Fax 350 20071673
15/21 John Mackintosh Square

28. Entire Agreement

28.1 This Interconnect Agreement represents the entire understanding of and agreement between the Parties in relation to the subject matter of this Interconnect Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

29. Waiver

29.1 The waiver of any breach of, or failure to enforce, any term or condition of this Interconnect Agreement shall not be construed as a waiver of any other term or condition of this Interconnect Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

30. Severability

30.1 The invalidity, unenforceability of any provision of this Interconnect Agreement shall not affect the validity or enforceability of the remaining provisions of this Interconnect Agreement.

31. Amendments

31.1 Amendments and supplements to this Interconnect Agreement, including its Annexes, Appendices and Service Schedules shall in order for them to be valid, have been drawn up in writing, dated and signed by both Parties. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Interconnect Agreement.

32. Relationship of Parties

32.1 The relationship between the Parties is that of independent contractors. Nothing in this Interconnect Agreement shall be construed to make either Party hereto an agent, joint venturer or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name, of the other nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other which is contrary to or unauthorised by the provisions of this Interconnect Agreement.

33. Governing Law

33.1 The interpretation, validity and performance of this Interconnect Agreement shall be governed in all respects by the laws of Gibraltar and the Parties submit to the exclusive jurisdiction of the Supreme Court of Gibraltar.

IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

the Operator: _____
[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION]

[continues next page]

[continued from previous page]

SIGNED for and on behalf of

GIBTELECOM :

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION].

ANNEX A DEFINITIONS

In this Interconnect Agreement, words and expressions have the following meanings:

"Access Charges": the charges that *GIBTELECOM* levies for providing Access Services.

"Access Services": the services offered by *GIBTELECOM* to authorised operators under Section 32 of the Communications Act 2006.

"Accessible": Locations and addresses at which either *GIBTELECOM* currently provides standard fixed line or mobile telephony services, or which can be reached without difficulty.

"Actual Date of Delivery": The date on which Interconnect Paths actually come into service.

"Answer Signal": The signal required by the call originating Network to indicate connection to the called party.

"Associated Company" Is a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings described thereto in

"Authority": The Gibraltar Regulatory Authority ('the G.R.A.') or such person or agency as the Minister with responsibility for Communications may appoint pursuant to section 2 (1) of the Communications Act 2006.

"Billing Information": That information which must be provided by the Billing Party in support of invoices issued under this Interconnect Agreement as agreed by the Parties to enable the billed Party to validate an invoice.

"Billing Party": The Party who is issuing any particular invoice.

"Billing Period": The agreed intervals at which billing takes place under this Interconnect Agreement.

"Call": A transmission path through telecommunications networks, PSTN or ISDN, for the sending of messages, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's Network, PSTN or ISDN, and the conveyance by that Party in accordance with this Interconnect Agreement of a message (if any) over such transmission path.

"Call Origination": A Call originated by a customer in one Network utilising the Carrier Access or Carrier Selection code assigned to an alternative network operator who will invoice the caller for the relevant charges associated with the Call.

"CLI": Calling Line Identification as defined by the ITU-T.

"Commencement Date of Charging": The date on which charging for an Interconnect Path commences.

"Default Interest Rate": Two (2) per cent per month of amount in default.

"Disclosing Party": A Party disclosing information covered by this Interconnect Agreement.

"Dispute": Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Interconnect Agreement or breaches of this Interconnect Agreement.

"Due Date": A date which is thirty (30) calendar days after the date of an invoice.

"GIBTELECOM Interconnect Node": *GIBTELECOM* switching centre from which Interconnect Services are offered.

"GIBTELECOM International Access": Calls handed over from the Operator network for termination outside Gibraltar routed via the *GIBTELECOM* network.

"GIBTELECOM Fixed Exchange": The *GIBTELECOM* exchange from which standard fixed line telephone service is provided to the location concerned.

"GIBTELECOM Mobile Exchange": The *GIBTELECOM* exchange from which standard mobile telephone service is provided.

"GIBTELECOM National Termination Primary Charge": The charge applied to a national termination Call which terminates on a geographic number whose controlling switching centre in the *GIBTELECOM* network is also the *GIBTELECOM* Interconnect Node for that Call.

"GIBTELECOM Fixed Network": The total fixed network infrastructure operated by *GIBTELECOM* to provide telecommunications services.

"GIBTELECOM Mobile Network": The total mobile network infrastructure operated by *GIBTELECOM* to provide telecommunications services.

"GIBTELECOM Call Origination Primary Charge": The charge applied to Carrier Selection and Carrier Access Calls which originates on a geographic number whose controlling switching centre in the *GIBTELECOM* network is also the *GIBTELECOM* Interconnect Node for that call.

"GIBTELECOM Primary Interconnection Node": A *GIBTELECOM* primary switching centre from which Interconnect Services are offered.

"GIBTELECOM National Termination": Calls handed over from the Operator network which terminate on geographic number ranges in the *GIBTELECOM* Fixed or Mobile network within Gibraltar.

"Intellectual Property": Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.

"Interconnect": The connection of the *GIBTELECOM* and Operator Networks for the conveyance of the telecommunications traffic outlined in Annex C.

"Interconnect Agreement": The agreement between *GIBTELECOM* and the Operator for the purposes of Interconnect which shall include the main body of this Interconnect Agreement, the Annexes, Schedules, and Appendices thereto.

"Interconnect Link": The connection between a *GIBTELECOM* Interconnect Node and an Operator Interconnect Node. This connection may be uni-directional or bi-directional depending on an Operator's traffic requirements.

"Interconnect Network" or "Network Interconnect": The combination of all the Interconnect Links between the two Parties.

"Interconnect Path": A single 2 Mbit/s circuit between a *GIBTELECOM* Interconnect Node and an Operator Interconnect Node

"Interconnect Service": A telecommunications service for which agreement has been reached by the Parties to convey on the Interconnect.

"Interconnect Services": All Interconnect Services as detailed in Annex C.

"Interconnect Traffic": Telecommunications traffic conveyed between the Parties by way of Interconnect.

"Interconnect Usage Report": A report providing the Billing Information attached to each Interconnect Traffic invoice.

"International Direct Dial or IDD": means international sent paid direct voice or fax communications (fixed line or mobile) sent by Operator to *GIBTELECOM* for transiting BUT excluding any sent collect traffic.

"International Transit Switched Voice Services": means IDD from Operator's fixed and/or mobile network and international incoming switched voice services to Operator's fixed and/or mobile network.

"Intra-building": The equipment necessary to terminate an Interconnect Path on an Interconnect Node and switch Interconnect Traffic.

"Network": The *GIBTELECOM* Fixed and/or Mobile Network or the Operator Fixed and /or Mobile Network as the case may be.

"Network Alteration": A physical change within one Party's Network which is necessitated, to ensure continued efficient operation of the Interconnect, by a change made by the other Party to this Interconnect Agreement without bi-lateral agreement.

"Network Information Recorded Announcement":

An announcement provided by *GIBTELECOM* or the Operator which provides information to the calling party in relation to the digits dialled and the progress towards connection of the Call.

"Network Modification": A software change within one Party's Network which is necessitated, to ensure continued efficient operation of the Interconnect, by a change made by another Party to this Interconnect Agreement without bi-lateral agreement.

"Network Plan": Has the meaning ascribed to it in clause 10 hereof.

"Number Unobtainable": A tone provided by *GIBTELECOM* or the Operator of the called Network in cases where the called number is not active.

"Operator": The Party entering into this Interconnect Agreement with *GIBTELECOM*.

"Operator Interconnect Node": The Operator switching centre from which interconnect services are offered.

"Operator Fixed Network": The total fixed network infrastructure operated by the Operator to provide telecommunications services.

"Operator Mobile Network": The total mobile network infrastructure operated by the Operator to provide telecommunications services.

"Party": A party to this Interconnect Agreement.

"Point of Interconnect": The point at which the *GIBTELECOM* Network connects with the Operator Network on each Interconnect Path.

"Ready for Service date": The date by which an ordered Interconnect Path or other activity requested by one Party of the other is requested to be available.

"Receiving Party": A Party who received any information from the other Party in relation to the Interconnect or Interconnect Services.

"Requested Party": The Party who has been requested by the other Party to carry out some activity in relation to the Interconnect or Interconnect Services.

"Requesting Party": The Party who is requesting the other Party to carry out some activity in relation to the Interconnect or Interconnect Services.

"Service Schedules": The schedules attached at Annex C which describe the Interconnect Services and the basis on which they are conveyed on the Interconnect.

"SMS text message": A numeric or text message conforming to GSM 03.40 of up to 160 characters.

"Third Party": Any Party other than the Parties to this Interconnect Agreement.

"Working Day": Any day other than Saturdays, Sundays, public or bank holidays in Gibraltar.

ANNEX B

BILLING AND PAYMENT

INDEX

- 1 Definitions
- 2 Recording of Traffic Billing Information
- 3 Exchange of Traffic Billing Information
- 4 Interconnect Path Billing
- 5 Invoices
- 6 Payment
- 7 Disputes

This Annex B is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment.

1. Definitions and Interpretations

1.1 In this Annex, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Annex. Words and expressions have the meaning given in Annex A.

1.2 Billing and payment terms for all services under this agreement will be governed by this Annex, unless otherwise specified within the individual Service Schedule(s).

2. Recording of Traffic Billing Information

2.1 Subject to paragraph 2.2, each Party shall, for each individual Call for which it is the Billing Party, collect, record (whether in bulk or on an itemised Call basis) and process in accordance with paragraph 2.2, the Billing Information.

2.2 The following shall be recorded for each Call type or SMS (if applicable) for which there is an entry in the Service Schedules:

- 2.2.1 Interconnect Node identifier; and
- 2.2.2 the dialled digits and/or such other information as may be agreed; and
- 2.2.3 CLI (if available);
- 2.2.4 the date and the time when the Answer Signal or SMS is received by the Party providing the Billing Information;
- 2.2.5 Chargeable Call Duration (whether measured or derived);

2.3 The Billing Party shall provide with the invoice appropriate support Billing Information, as outlined in clause 3, to enable the non-billing Party to validate the invoice.

3. Exchange of Traffic Billing Information

3.1 The Billing Party shall process the information specified in paragraph 2.2 so as to produce the matrix outlined below in Table 1, which shall be referred to as the Interconnect Usage Report. CHEAP/STANDARD/PEAK records if applicable will also be detailed.

Table 1

<u>INTERCONNECT USAGE REPORT (MONTH)</u>			
CDR per PREFIX	Total number of calls or SMSs N	Total Duration M	Total Revenue R
TOTAL	N	M	R

Or such other form of Interconnect Usage Report as the Parties may from time to time reasonably agree.

Where: N = the total number of Calls or SMSs

Where M = the total Chargeable Call Duration

Where R = the total Revenue Charge which will comprise of:

M x Rate per minute; or

N x Rate per call; or

M x Rate per minute plus N x Rate per call; or

N x Rate per SMS

3.2 The Interconnect Usage Report shall be provided by the Billing Party to the other Party together with the resulting invoice not earlier than two (2) weeks and not later than five (5) weeks after the end of each Billing Period.

3.3 The Billing Period for Interconnect Traffic shall be monthly commencing from 00.00 hours on the 1st day of each calendar month.

3.4 The Billing Party shall, for a period of twelve (12) months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.

3.5 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the other Party pursuant to this paragraph shall have been supplied via a verification system (rather than a Billing System) and such other Party cannot warrant that the information is free of error.

3.6 If the Parties' monitoring of their respective Billing Information indicates a persistent inconsistency in reconciling Billing Information provided by the Parties' respective Billing Systems, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency, including, subject to the Parties agreement, the reference of the matter for investigation and resolution by such appropriate independent consultant as the Parties may agree, or in default of agreement, as may be nominated by Institute of Chartered Accountants. Such independent consultant shall act as an expert and not as arbitrator and whose decision, in the absence of manifest error, shall be final and binding. The Parties shall co-operate in such investigation. The independent consultant's costs for such investigation shall be paid by the Parties in such proportions as the independent consultant shall decide.

3.7 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within twelve (12) months of the date of the end of that Billing Period.

3.8 In the event of the Billing Information not being available to either Party in time to produce the monthly invoice, the Parties agree that an invoice may be produced based on estimated Billing Information. This estimate shall be derived using the following formula for the required detail of each separate traffic stream in the Services Schedules;

Traffic Month N = Traffic Month (N-1)

This method of estimating invoices shall not be used for consecutive months.

3.9 The Billing Party must advise the Billed Party of the fact that any invoice is estimated together with the reasons for using estimates.

3.10 Final clearing of estimated invoices must take place within three (3) months of the date of issue of the estimated invoice.

4. Interconnect Path Billing

4.1 Interconnect Path billing shall be carried out in accordance with the charging structure as outlined in Annex D to this Interconnect Agreement and shall conform to the terms and conditions provided in clause 6 hereof.

4.2 The commencement of charging for Interconnect Paths will be in accordance with clause 3 of annex D to this Interconnect Agreement. The Billing Period for Interconnect Paths shall be monthly.

4.3 Interconnect Path billing shall involve an initial invoice for Installation Costs and Rental Costs from the Commencement Date of Charging to the start of the next Billing Period for Interconnect Paths. Thereafter invoicing will be monthly in advance.

4.4 The Billing Information for Interconnect Paths shall be based on the information provided for in Table 1 below.

Table 1

CIRCUIT NUMBER
END ADDRESS
CIRCUIT TYPE
CONNECTION FEE
RENTAL AMOUNT DUE

5. Invoices

5.1 At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Calls as outlined in clause 3, and other services provided as part of this Interconnect Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period.

5.2 All charges payable under this Interconnect Agreement shall be calculated in accordance with this Interconnect Agreement and at the rates specified from time to time in the Service Schedules and in Annex D. Invoices raised under this Interconnect Agreement shall be paid in accordance with paragraph 9 of the main body of this Interconnect Agreement.

5.3 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of despatch of that invoice.

5.4 For services (other than Call traffic and Interconnect Paths) the Billing Party shall provide with the invoice appropriate Billing Information to enable the non-billing Party to accurately process the invoice for such services.

6. Payment

6.1 Subject as stated below, all charges due by one Party to the other under this Interconnect Agreement shall be payable by the Due Date.

6.2 If, pursuant to paragraph 7.1, either Party shall have notified the other of a dispute relating to such invoice and such dispute shall not have been resolved before the Due Date, and if the amount in dispute represents:

6.2.1 less than three (3) per cent of the total amount of the relevant invoice and less than £5,000 of the total amount invoiced; or

6.2.2 three (3) per cent or more of the total amount of the relevant invoice or greater than £5,000, the amount in dispute may be withheld until the dispute is resolved and the balance;

shall be due and payable on the Due Date. The amounts quoted in clauses 6.2.1 and 6.2.2 shall be cumulative over any twelve (12) month period in relation to any particular area of dispute.

6.3 Notwithstanding notification of a dispute pursuant to clause 7.1 or 7.5, if a Party fails to pay on the Due Date any amount due under this Interconnect Agreement or shall overpay any amount, the payee or, as the case may be (subject to clause 6.5) the over-payer, shall pay or be paid interest at the Default Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.

6.4 Interest at the Default Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Default Interest Rate shall accrue day by day and shall not be compounded.

6.5 If such overpayment results from information provided by the over payer (which is not attributable to information provided by the payee Party), the payee Party shall be under no obligation to pay any interest at the Default Interest Rate on the amount overpaid.

7. Disputes

7.1 Each Party shall use its reasonable endeavours to resolve disputes with the other. If either Party ("the disputing Party") disputes the accuracy of an invoice delivered under this Interconnect Agreement the disputing Party shall, as soon as practicable, notify in writing the other Party's billing liaison contact of the nature and extent of the problem. If the problem remains unresolved on the last but one Working Day before the date when the relevant invoice is due for payment, the disputing Party may invoke the formal billing dispute procedures set out in clause 7.2 by written notification to the other, such notification to be given not later than one (1) week after the Due Date of the relevant invoice. The disputing Party shall include with such notice all details reasonably necessary to substantiate its claim, which details shall be reasonably capable of being verified by the other Party.

7.2 Following a notification made under clause 7.1 that either Party wishes to invoke the formal billing dispute procedures, the Parties shall consult as outlined in clause 18 of the main Agreement, and endeavour to resolve the dispute at level 1. If agreement cannot be reached within four (4) weeks, the Parties shall escalate the disagreement to level 2. Subject to paragraph 7.7, each Party shall use the above dispute resolution procedure for any dispute under this Annex to the fullest extent to try to resolve such dispute. The Parties may agree in writing to extend the above timescales.

7.3 Notwithstanding the provisions of clause 7.2, if the Parties fail to resolve any dispute either, in not less than two (2) months (for a dispute notified pursuant to clause 7.2), or, in not less than three (3) months (for a dispute notified pursuant to clause 7.5) in each case from the Due Date of the relevant disputed invoice (or such extended period as the Parties may agree) either Party may (by written notice to the other to such effect) refer the dispute for investigation and resolution by such chartered accountants as the Parties may agree, or in default of agreement, as may be nominated by the Institute of Chartered Accountants. Such chartered accountants

shall act as an expert and not as arbitrator and whose decision, in the absence of evidence of manifest error, shall be final and binding. The Parties shall co-operate in such investigation and, if any sums are found to be due or overpaid in respect of the disputed invoice such sum shall be paid or refunded (with interest payable or paid pursuant to clause 6.3), as the case may be, within two (2) weeks from the date of resolution or earlier settlement between the Parties.

7.4 The costs of the Chartered Accountant agreed or nominated pursuant to clause 7.3 shall be paid by the disputing Party unless the relevant invoice is established to have been incorrect by more than the lesser of (a) three (3) per cent. of the total amount of the charges specified in the invoice and (b) £5,000 when the Billing Party shall pay such costs.

7.5 Notwithstanding the provisions of clause 7.1 a Party may by written notice raise a dispute regarding any invoice delivered under this Interconnect Agreement at any time following five (5) Working Days after the Due Date, save that no such notice shall be given more than twelve (12) months after the date of the relevant invoice. If notice under this clause 7.5 is given after the latest date for giving notice specified in clause 7.1, the preceding provisions of this clause 7 shall apply mutates mutandis, save that in clause 7.2 in relation to the number of weeks "four (4)" shall be substituted by "six (6)".

7.6 The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provision of this Interconnect Agreement.

7.7 Though it is the good faith intention of the Parties to use the above dispute resolution procedures to the fullest extent to try to resolve such a dispute, nothing in this Annex shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any dispute or referring, in accordance with any right it may have under the other Party's Licence or its Licence, any matter relating to this Annex or any dispute arising in relation to this Annex, to the Authority requesting the Authority to make a determination or take other appropriate steps for its resolution in line with the established Dispute Resolution procedure.

ANNEX C
INDEX
Of
Interconnect Services

***GIBTELECOM* Fixed Line Services**

- 101. *GIBTELECOM* National Termination
- 102. *GIBTELECOM* Call Origination
- 103. National Transit
- 104. *GIBTELECOM* Premium Rate Services
- 105. *GIBTELECOM* National Directory Enquires
- 106. *GIBTELECOM* International Directory Enquires
- 107. *GIBTELECOM* National Operator Assistance
- 108. Emergency Services (190 \ 199 \ 999 \ 112)
- 109. Paging Services Access
- 110. *GIBTELECOM* Speaking Clock Access
- 111. *GIBTELECOM* Customer Care Access
- 112. Fixed traffic international transit
- 113. Mobile traffic international transit
- 114. *GIBTELECOM* Freephone Services
- 115. *GIBTELECOM* Special Rate and Local Rate Services

***GIBTELECOM* Mobile Services**

- 201. Mobile Voice Termination
- 202. Mobile traffic international transit
- 203. *GIBTELECOM* SMS termination through third party hub
- 204. *GIBTELECOM* SMS termination (direct)
- 205. National Transit

Operator Services

- 300. Operator requirements and services to be provided to Gibtelecom

ANNEX C

SERVICE SCHEDULE 101 – FIXED LINE

***GIBTELECOM* National Termination**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A of this Interconnect Agreement.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey National Termination Calls handed over from the Operator Network for termination in Gibraltar.

2.2 *GIBTELECOM* National Termination Calls shall be limited to *GIBTELECOM* fixed line number ranges allocated by the Authority.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* National Termination Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys all other Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* National Termination Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all National Termination Calls presented for delivery in the *GIBTELECOM* Fixed Network as per the standard set by the Authority.

4. Routing

4.1 The conveyance of *GIBTELECOM* National Termination Calls shall be in accordance with the routing principles specified in Appendix 1.

5. Charging

5.1 For the conveyance of *GIBTELECOM* National Termination traffic by *GIBTELECOM*, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Appendix 2.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

Appendix 1

To

SERVICE SCHEDULE 101 – FIXED LINE

Routing Principles

1. The routing arrangements for *GIBTELECOM* National Termination traffic shall be as defined in the Interconnect Network Plan (Annex E) as attached to this Agreement.
2. *GIBTELECOM* Interconnect Node will accept *GIBTELECOM* National Termination traffic destined for number ranges as outlined in Appendix 1 Service Schedule 102. No other traffic will be accepted at the *GIBTELECOM* Interconnect Node.

Appendix 2

To

SERVICE SCHEDULE 101 – FIXED LINE

Charging Arrangements

***GIBTELECOM* NATIONAL TERMINATION**

The licensed Operator shall pay Gibtelecom Limited (*GIBTELECOM*) a national termination charge in accordance with Table 1 immediately below in respect of all National Termination calls (including calls to Emergency Numbers) that terminate on a geographic number whose controlling switching centre in the *GIBTELECOM* Fixed Network is also the *GIBTELECOM* Interconnect Node for such calls.

Charging Period	National Termination Interconnection rate in pence per minute
All	0.0718

Table 1 – National Termination Interconnection charges

ANNEX C

SERVICE SCHEDULE 102 – FIXED LINE

GIBTELECOM Call Origination

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* Call Origination Calls from its Fixed Network to the Operator Network.

2.2 *GIBTELECOM* Call Origination service shall comprise all calls with the leading digits being the carrier selection code for the Operator

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* Call Origination Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys all other Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Call Origination Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all Call Origination Calls delivered from the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Call Origination Calls shall be in accordance with the routing principles specified in Appendix 1.

5. Charging

5.1 For the conveyance of *GIBTELECOM* Call Origination traffic by *GIBTELECOM*, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Appendix 2.

5.2 Charges for *GIBTELECOM* Call Origination Calls shall be based on the actual Interconnect Node in the *GIBTELECOM* Fixed Network through which they are connected. In the case where congestion of an Interconnect Link takes place and alternative routing is implemented, then the charge shall be based on the actual *GIBTELECOM* Interconnect Node through which the Call is connected after re-routing. There shall be no impact on the charge to the Operator for any alternative routing implemented, due to congestion within the *GIBTELECOM* Fixed Network.

5.3 The charges for the initial data build in the *GIBTELECOM* Fixed Network to facilitate the routing of both Carrier Access and Carrier Selection codes through the *GIBTELECOM* Fixed Network to the Operator are provided in Appendix 3 as well as the charges for ongoing modifications to the routing plan as determined.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

Appendix 1

To

SERVICE SCHEDULE 102 – FIXED LINE

Routing Principles

1. The routing arrangements for *GIBTELECOM* Call Origination traffic shall be as defined in the Network Plan as attached to this Agreement.
2. *GIBTELECOM* Interconnect Node to which the Operator has interconnected will deliver *GIBTELECOM* Call Origination traffic from geographic number ranges in their Catchment Areas. No other *GIBTELECOM* Call Origination traffic will be delivered at the *GIBTELECOM* Primary Interconnect Node.
3. The *GIBTELECOM* Node will deliver *GIBTELECOM* Call Origination traffic for all geographic number ranges.
4. The number ranges in the Catchment Area of the Primary Interconnect Node offered by *GIBTELECOM* is as follows.

350 2004XXXX
350 20050XXX
350 20051XXX
350 20052XXX
350 20053XXX
350 20055XXX
350 20059XXX
350 2006XXXX
350 2007XXXX

Appendix 2

to

SERVICE SCHEDULE 102 – FIXED LINE

Charging Arrangements

1. Call Origination Charging

There shall be a basic charge for Call Origination traffic. Traffic charging shall be based on the number of chargeable Calls and cumulative seconds for all appropriate Calls Origination traffic in each Billing Period rounded to the nearest minute. The rates to be applied at each level are outlined in the table below:

- 1. Operators who are authorised under Section 32 of the Communications Act 2006 and who are entitled to Interconnect pursuant to the provisions of the Communications (Access) Regulations 2006 shall pay *GIBTELECOM* an Interconnect charge in accordance with Table 1 below; or**
- 2. Operators who are authorised under Section 32 of the Communications Act 2006 to provide Call Origination services, but who are not entitled to Interconnect pursuant to the provisions of the Communications (Access) Regulations 2006 and are in the possession of a signed valid agreement with *GIBTELECOM*, shall pay *GIBTELECOM* an Access Charge in accordance with Table 2 below.**

Charging Period	Interconnection rate in pence per minute
All	0.0718

Table 1 – Interconnect charge

Charging Period	Access rate in pence per minute
All	0.0718

Table 2 – Access Charge

Appendix 3

To

SERVICE SCHEDULE 102 – FIXED LINE

Charging Arrangements

1. Initial Charging

The charges for the initial data build for each Carrier Selection code requested to be opened in the *GIBTELECOM* Fixed Network are outlined in Table 1 below. The charge per Interconnect Node applies to each Interconnect Node at which the Operator will directly Interconnect to collect Call Origination traffic. In the event that an Operator should request that more than one code be established at the same time, a 50% discount shall apply for all codes after the first.

Table 1

Charging Element Charge

Administration Charge £ 2,300.

Charge per Interconnect Node £ 400.

2. Modification Charging

The charges for the modification to the data build for each Carrier Selection code are outlined in Table 2 below. In the event that an Operator should request that more than one code be modified at the same time, a 50% discount shall apply for all codes after the first.

Table 2

Charging Element Charge

Administration Charge £ 2,300.

Charge per Interconnect Node £ 400.

ANNEX C

SERVICE SCHEDULE 103 – FIXED LINE

National Transit

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey National Transit Calls handed over from the Operator Network for termination in Networks within Gibraltar other than the *GIBTELECOM* Fixed Network. This shall include the Networks of all other operators within Gibraltar who have been granted Number Ranges by the Authority in the Gibraltar numbering plan and have requested *GIBTELECOM* to open these number ranges in the *GIBTELECOM* Fixed Network to be routed across a direct Interconnect with *GIBTELECOM'S* Fixed Exchange in line with an agreed routing plan.

2.2 This Schedule does not deal with National Transit Calls handed over from the Operator Network for termination in Networks within Gibraltar other than the *GIBTELECOM* Fixed Network where these calls originate from and / or terminate on a ported number.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey National Transit Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of National Transit Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all National Transit Calls presented for delivery via the *GIBTELECOM* Fixed Network

4. Routing

4.1 The conveyance of National Transit Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered via the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the conveyance of National Transit traffic via the *GIBTELECOM* Fixed Network where *GIBTELECOM* is the first choice route for such traffic, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Table 1&2 below.

**Table 1
Transit Charge per minute (Transit to Fixed (other than the Gibtelecom Fixed Network))**

(Pence)		
Standard	}	The applicable other fixed network termination rate.
	}	
Cheap	}	

**Table 2
Transit Charge per minute (Transit to Mobile Operator)
(Pence)**

Peak	}	The applicable other mobile network termination rate.
Standard	}	
Cheap	}	

Gibtelecom current mobile network termination rate: 0.6721 pence per minute.

**Table 3
Charging periods Fixed**

Standard Period: Monday to Friday 8.00a.m. to 6.00p.m.
Cheap Period: Monday to Friday 6.00p.m. to 8.00a.m., Weekends from Friday at 6.00p.m. to Monday at 8.00a.m. and all day Public Holidays .

Charging periods Mobile

Peak Period: Monday to Friday 8.00a.m. to 8.00p.m.
Standard Period: Monday to Friday 8.00a.m to 8.00p.m.
Cheap Period: 8.00p.m. to 8.00a.m. Monday to Friday, Friday 8.00p.m. to Monday 8.00a.m. and all day Public Holidays.

[this schedule continues next page]

[Schedule 103 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 104 – FIXED LINE

Access to *GIBTELECOM* Premium Rate Services

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A, except as shown below:

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* Premium Rate Services Access Calls handed over from the Operator Network for delivery to Premium Rate Services provided by *GIBTELECOM*. This shall comprise of all traffic with the leading digits "88XX" and "89XX".

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* Premium Rate Services Access Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Premium Rate Services Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Premium Rate Access Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Premium Rate Services Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the conveyance of *GIBTELECOM* Premium Rate Services Access traffic by *GIBTELECOM*, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

Table 1

The actual charge will be negotiated on request.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 105 – FIXED LINE

***GIBTELECOM* National Directory Enquires**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* National Directory Enquiry Calls handed over from the Operator Network to a *GIBTELECOM* operator centre. This shall comprise all traffic with the leading digits "11811". The National Directory Enquiry service offered shall be the same as that offered to customers directly connected to the *GIBTELECOM* Fixed Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* National Directory Enquiry Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* National Directory Enquiry Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all National Directory Enquiry Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* National Directory Enquiry Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the handling of *GIBTELECOM* National Directory Enquiry Calls from the Operator Network by *GIBTELECOM*, the Operator shall pay to *GIBTELECOM* the charges as set out in the table below. A *GIBTELECOM* National Directory Enquiry Call shall provide a maximum of three (3) listings per enquiry.

Table 1

Number Range '11811' Charge.

The Interconnect Charge shall be £0.50 per minute (minimum one minute).

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 106 – FIXED LINE

***GIBTELECOM* International Directory Enquires**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* International Directory Enquiry Calls handed over from the Operator Network to a *GIBTELECOM* operator centre, this shall comprise all traffic with the digits "11888". The International Directory Enquiry service offered shall be the same as that offered to customers directly connected to the *GIBTELECOM* Fixed Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* International Directory Enquiry Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* International Directory Enquiry Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* International Directory Enquiry Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* International Directory Enquiry Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the handling of *GIBTELECOM* International Directory Enquiry Calls from the Operator Network by *GIBTELECOM*, the Operator shall pay to *GIBTELECOM* a charge as set out in the table below. An International Directory Enquiry Call shall provide a maximum of three (3) listings per enquiry.

Table 1

Access code '11888'.

The Interconnect Charge shall be £1.00 per minute (minimum one minute).

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 107 – FIXED LINE

***GIBTELECOM* National Operator Assistance**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* National Operator Assistance Calls handed over from the Operator Network to a *GIBTELECOM* operator centre. This shall comprise all traffic with the digits "XXX". The National Operator Assistance service offered shall be the same as that offered to customers directly connected to the *GIBTELECOM* Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* National Operator Assistance Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* National Operator Assistance Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all National Operator Assistance Calls presented for delivery in the *GIBTELECOM* Fixed Network.

3.5 Subject to bi-lateral agreement on the necessary technical and commercial conditions, *GIBTELECOM* shall convey reverse charge calls to the Operator Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* National Operator Assistance Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the handling of *GIBTELECOM* National Operator Assistance Calls from the Operator Network by *GIBTELECOM*, the Operator shall pay to *GIBTELECOM* a charge as set out in the table below.

Table 1

Access code 'XXX' (TO BE ALLOCATED BY G.R.A.)

The Interconnect Charge shall be £0.50p per minute (minimum duration one minute).

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 108 – FIXED LINE

Emergency Services

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey Emergency Services Calls handed over from the Operator Network for delivery to the relevant emergency service body connected to the *GIBTELECOM* Network. This shall comprise all traffic with the digits "999" or "112", "190" or "199".

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey, subject to the provisions of Clause 4 hereof, Emergency Services Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Emergency Services Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line for network and presentation purposes Identity shall, where available, be made available for all Emergency Services Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Operator Obligations

4.1 For an interim period the Operator shall meet the obligations in clauses 4.3; 4.4 and 4.5 hereof. Both Parties shall make their best endeavours to minimise the duration of this interim period.

4.2 Clause 3.2 hereof provides that *GIBTELECOM* shall convey emergency service calls during those periods of time and that the same standard and quality of service as *GIBTELECOM* conveys similar calls originated within the *GIBTELECOM* Fixed Network. In order for *GIBTELECOM* to honour its obligations under clause 3.2 the Operator shall be obliged to undertake the following obligations.

4.3 In the event of the emergency authorities requesting the calling number and, or name and address within one hour of the call being received for the purpose of, (i) security of state,(ii) detection and prevention of crime, (iii) safety and protection of life and property, *GIBTELECOM* will provide the relevant details which are available to the emergency services. In order to enable *GIBTELECOM* to honour this obligation it is incumbent upon the Operator to provide *GIBTELECOM* with details of the caller name and address of the Operator customer where the emergency authorities request *GIBTELECOM* to provide such calling number and, or name and address.

4.4 It is the sole responsibility of the Operator to ensure that all the necessary safeguards and protections are in place to allow it to disclose such information to *GIBTELECOM* without incurring a breach of the relevant data protection legislation.

4.5 The honouring of *GIBTELECOM* of its obligations with regards to standard and quality of service outlined in Clause 3.2 of this Annex is contingent upon the Operator honouring the obligations outlined herein.

5. Routing

5.1 The conveyance of Emergency Services Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls will be delivered to the *GIBTELECOM* Interconnect Node. For the avoidance of doubt, calls originating from the Operator Mobile Network will be routed directly to the *GIBTELECOM* Fixed Network, **AND NOT** to the *GIBTELECOM* Mobile Network.

6. Charging

6.1 The Interconnect Charge shall be in accordance with Table 1 below for calls to any of the Emergency numbers.

Charging Period	Emergency Services Interconnection rate in pence per minute
All	0.0718

Table 1 – Emergency Services Interconnection charges

[this schedule continues next page]

[Schedule 108 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 109 – FIXED LINE

Paging Services Access

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey Paging Services Access Calls handed over from the Operator Network for delivery to Operators connected to the *GIBTELECOM* Fixed Network. This shall comprise all traffic with the digits "50000".

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey Paging Services Access Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Paging Services Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all Paging Access Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of Paging Services Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the delivery of Paging Services Access traffic from the Operator Network, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below plus the charge payable to the terminating network if applicable. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

Table 1
The Interconnect Charge shall be as set out hereunder:

Peak Period 6p.
Standard 6p.
Cheap 6p.

Peak Period: 8.00a.m. - 8.00p.m. weekdays
Cheap: 8.00p.m. – 8.00a.m. weekdays
Weekend: Saturdays, Sundays and Public Holidays.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
the Operator:

SIGNED for and on behalf of
***GIBTELECOM*:**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 110 – FIXED LINE

***GIBTELECOM* Speaking Clock Access**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* Speaking Clock Access Calls handed over from the Operator Network for delivery to Operators connected to the *GIBTELECOM* Fixed Network. This shall comprise all traffic with the digits "150".

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* Speaking Clock Access Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Speaking Clock Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Speaking Clock Access Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Speaking Clock Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

Version
20151201

5.1 For the delivery of *GIBTELECOM* Speaking Clock Access traffic from the Operator Network, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

Table 1

The Interconnect Charge shall be 6p per Call.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 111 – FIXED LINE

***GIBTELECOM* Customer Care Access**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* Customer Care Access Calls handed over from the Operator Network for delivery to Operators connected to the *GIBTELECOM* Fixed Network. This shall comprise all traffic with the digits "20052200".

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 The Operator shall convey *GIBTELECOM* Customer Care Access Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Customer Care Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Customer Care Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Customer Care Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node.

5. Charging

5.1 The delivery of *GIBTELECOM* Customer Care Access Calls from the Operator Network shall be done on a free of charge basis and *GIBTELECOM* will commit to reciprocal arrangements if the Operator should be granted a Customer Care code at some time in the future.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 112 – FIXED LINE

International Transit Switched Voice Services

Fixed traffic Transit Service

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* will provide International Transit Switched Voice Services to / from the Operator's Fixed Network via the *GIBTELECOM* Fixed Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey international transit switched voice calls at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network. For the avoidance of doubt, *GIBTELECOM* is not responsible for any degradation arising as a result of the call being presented to *GIBTELECOM* at an inferior standard to calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of international transit voice switched Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all international transit switched voice Calls presented for delivery via the *GIBTELECOM* Fixed Network

3.5 The charges set out under section 5 will be subject to a review process every six months, commencing from the start date of this Service Schedule.

3.6 Either party may terminate this Agreement or may cancel the services provided under the Service Schedule(s) immediately by serving written notice on the other party if either party fails to make any payment when it is due under this Agreement.

3.7 Either party can terminate this Service Schedule by giving the other party not less than three months' written notice.

4. Routing

4.1 The conveyance of international incoming international transit switched voice Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered via the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 *GIBTELECOM* shall convey international incoming transit switched voice traffic for termination in the Operator Fixed Network. *GIBTELECOM* shall pay the Operator a charge for terminating international incoming transit switched voice traffic calls calculated in accordance with the rates as specified in Table 1 below.

5.2 For the conveyance of international outgoing transit switched voice traffic via the *GIBTELECOM* Fixed Network, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 2 below.

5.3 Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Tables 1 and 2 below.

Table 1
Termination rates on International incoming transit route

	Rate per minute	Currency
Incoming international transit switched voice Traffic all periods	0.0718	Pound

[this schedule continues next page]

[Schedule 112 continued from previous page]

Table 2
Termination rates on International outgoing transit route

	Rate per minute	Currency
Outgoing international transit switched voice Traffic	IDD rates less 5%	Pound

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 113 – FIXED LINE

International Transit Switched Voice Services

Mobile traffic Transit Service

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* will provide International Transit Switched Voice Services via the *GIBTELECOM* Fixed Network to / from the Operator's Mobile Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey international transit switched voice calls via the *GIBTELECOM* Fixed Network at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network. For the avoidance of doubt, *GIBTELECOM* is not responsible for any degradation arising as a result of the call being presented to *GIBTELECOM* at an inferior standard to calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of international transit voice switched Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all international transit switched voice Calls presented for delivery via the *GIBTELECOM* Fixed Network

3.5 The charges set out under section 5 will be subject to a review process every six months, commencing from the start date of this Service Schedule.

3.6 Either party may terminate this Agreement or may cancel the services provided under the Service Schedule(s) immediately by serving written notice on the other party if either party fails to make any payment when it is due under this Agreement.

3.7 Either party can terminate this Service Schedule by giving the other party not less than three months' written notice.

4. Routing

4.1 The conveyance of international transit switched voice Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered via the *GIBTELECOM Interconnect* Node only.

5. Charging

5.1 *GIBTELECOM* shall convey international incoming transit switched voice traffic via the *GIBTELECOM* Fixed Network for termination in the Operator mobile network. *GIBTELECOM* shall pay the Operator a charge for terminating international incoming transit switched voice traffic calls via the *GIBTELECOM* Fixed Network calculated in accordance with the rates as specified in Table 1 below.

5.2 For the conveyance of international outgoing transit switched voice traffic via the *GIBTELECOM* Fixed Network, the operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 2 below.

5.3 Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Tables 1 and 2 below.

**Table 1
Termination rates on International incoming transit route**

	Rate per minute	Currency
Incoming international transit switched voice Traffic	0.006721	Pound

**Table 2
Termination rates on International outgoing transit route**

	Rate per minute	Currency
Outgoing international transit switched voice Traffic	IDD rates less 5%	Pound

[this schedule continues next page]
[Schedule 113 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
the Operator:

SIGNED for and on behalf of
GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 114 – FIXED LINE

Access to *GIBTELECOM* Freephone Services

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A, except as shown below:

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM shall convey GIBTELECOM* Freephone Service Access Calls handed over from the Operator Network for delivery to freephone Services provided by *GIBTELECOM*. This shall comprise of all traffic with the leading digits "80XX" as provided for in the Gibraltar Numbering Plan.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM shall convey GIBTELECOM* Freephone Access Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Freephone Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Freephone Access Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Freephone Services Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the delivery of *GIBTELECOM* Freephone Services Access calls from the Operator, *GIBTELECOM* shall pay the Operator a charge calculated in accordance with Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

Table 1

The rate per call or minute would be subject to the circumstances of the particular freephone service, and require negotiation with both the Operator and the freephone service provider paying for the calls. Gibtelecom commits to using its best endeavours to negotiate a rate, in response to a reasonable request, within 45 calendar days.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
the Operator:

SIGNED for and on behalf of
***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 115 – FIXED LINE

Access to *GIBTELECOM* Special Rate and Local Rate Services

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A, except as shown below:

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey *GIBTELECOM* Special Rate and Local Rate Calls handed over from the Operator Network for delivery to Special Rate and Local Rate Services provided by *GIBTELECOM*. This shall comprise of all traffic with the following leading digits as provided for in the Gibraltar Numbering Plan:

81xx
82xx
83xx
84xx
85xx
86xx
87xx

2.2 For the avoidance of doubt, calls to Special Rate numbers starting with "88xx" and "89xx" are covered by Schedule 104, Access to Gibtelecom Premium Rate Services.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* Special Rate and Local Rate Calls as defined above during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Freephone Access Calls in accordance with such Party's

normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Freephone Access Calls presented for delivery in the *GIBTELECOM* Fixed Network.

4. Routing

4.1 The conveyance of *GIBTELECOM* Special Rate and Local Rate Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the delivery of *GIBTELECOM* Special Rate and Local Rate calls from the Operator, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below.

Table 1

The actual charge will be negotiated on request.

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

***GIBTELECOM* :**

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 201 – MOBILE

***GIBTELECOM* Mobile Voice Termination**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A of this Interconnect Agreement.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey Mobile Voice Termination Calls handed over from the Operator Network through a direct interconnection with the *GIBTELECOM* mobile switch for termination on valid *GIBTELECOM* Mobile Numbers residing on the *GIBTELECOM* Mobile Network.

2.2 *GIBTELECOM* Mobile Voice Termination Calls shall be limited to *GIBTELECOM* mobile number ranges that have been allocated by the Authority to *GIBTELECOM*.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey *GIBTELECOM* Mobile Voice Termination Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys all other mobile Calls originated within the *GIBTELECOM* Mobile Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* Mobile Voice Termination Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* Mobile Voice Termination Calls presented for delivery in the *GIBTELECOM* Mobile Network as per the standard set by the Authority.

3.5 Either party may terminate this Agreement or may cancel the services provided under the Service Schedule(s) immediately by serving written notice on the other party if either party fails to make any payment when it is due under this Agreement.

3.6 Either party can terminate this Service Schedule by giving the other party not less than three months' written notice.

4. Routing

4.1 The conveyance of *GIBTELECOM* Mobile Voice Termination Calls shall be in accordance with the routing principles specified in Appendix 1.

4.2 All mobile originated calls from the Operator Mobile Network destined for termination as a *GIBTELECOM* Emergency Service Call shall be routed directly to the *GIBTELECOM* Fixed Network **AND NOT** to the *GIBTELECOM* Mobile Network.

5. Charging

5.1 For the conveyance of *GIBTELECOM* Mobile Voice Termination traffic by *GIBTELECOM*, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Table 1 below.

Table 1
Termination rates for *GIBTELECOM* Mobile Voice Termination

	Rate per minute	Currency
Gibtelecom mobile voice termination	0.006721	Pound

6. Accounting system used

6.1 Gibtelecom has an obligation to produce and submit to the Gibraltar Regulatory Authority (GRA) annual audited accounting separation reports (ASR). These reports form the basis for calculating termination charges. The accounting system used for producing the ASRs is based on current cost accounting methodologies. Gibtelecom's core switching and transmission assets are revalued using current cost accounting indices supplied by the Office for National Statistics in the United Kingdom. Gibtelecom, in consultation with the GRA is basing the *GIBTELECOM* Mobile Voice Termination charge of 3.0 pence on the GRA's Decision 10/11 on the review of the Mobile Wholesale Market.

[this schedule continues next page]

[Schedule 201 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
the Operator:

SIGNED for and on behalf of
GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

Appendix 1

To

SERVICE SCHEDULE 201 – MOBILE

Routing Principles

1. The routing arrangements for *GIBTELECOM* Mobile Voice Termination traffic shall be as defined in the Interconnect Network Plan (Annex E) as attached to this Agreement.
2. *GIBTELECOM* Interconnect Node will accept *GIBTELECOM* Mobile Voice Termination traffic destined for number ranges as outlined in 3. below. No other traffic will be accepted at the *GIBTELECOM* Interconnect Node.
3. The Operator shall route all *GIBTELECOM* Emergency Services calls directly to the *GIBTELECOM* Fixed Network **AND NOT** routed through the *GIBTELECOM* Mobile Network.
4. The number ranges offered by *GIBTELECOM* for *GIBTELECOM* Mobile Voice Termination are as follows.

54XXXXXX

56XXXXXX

57XXXXXX

58XXXXXX

ANNEX C

SERVICE SCHEDULE 202 – MOBILE

International Transit Switched Voice Services

***GIBTELECOM* Mobile traffic Transit Service**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* will provide International Transit Switched Voice Services to / from the Operator's Mobile Network.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey international transit switched voice calls at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Mobile Network. For the avoidance of doubt, *GIBTELECOM* is not responsible for any degradation arising as a result of the call being presented to *GIBTELECOM* at an inferior standard to calls originated within the *GIBTELECOM* Mobile Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of international transit voice switched Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all international transit switched voice Calls presented for delivery via the *GIBTELECOM* Mobile Network

3.5 The charges set out under section 5 will be subject to a review process every six months, commencing from the start date of this Service Schedule.

3.6 Either party may terminate this Agreement or may cancel the services provided under the Service Schedule(s) immediately by serving written notice on the other party if either party fails to make any payment when it is due under this Agreement.

3.7 Either party can terminate this Service Schedule by giving the other party not less than three months' written notice.

4. Routing

4.1 The conveyance of international incoming international transit switched voice Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered via the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 *GIBTELECOM* shall convey international incoming transit switched voice traffic for termination in the Operator Mobile Network. *GIBTELECOM* shall pay the Operator a charge for terminating international incoming transit switched voice traffic calls calculated in accordance with the rates as specified in Table 1 below.

5.2 For the conveyance of international outgoing transit switched voice traffic via the *GIBTELECOM* Mobile Network, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 2 below.

5.3 Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Tables 1 and 2 below.

Table 1
Termination rates on International incoming transit route

	Rate per minute	Currency
Incoming international transit switched voice Traffic	0.006721	Pound

[this schedule continues next page]

[Schedule 202 continued from previous page]

Table 2
Termination rates on International outgoing transit route

	Rate per minute	Currency
Outgoing international transit switched voice Traffic	IDD rates less 5%	Pound

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
the Operator:

SIGNED for and on behalf of
GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 203 – MOBILE

***GIBTELECOM* SMS Termination through a third party hub**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A of this Interconnect Agreement.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey SMS text messages handed over from the Operator Network through a mutually agreed Third Party SMS Hub for termination on valid *GIBTELECOM* Mobile Numbers residing on the *GIBTELECOM* Mobile Network.

2.1.1 *GIBTELECOM* and the Operator are to inform each other upon contracting the services of an alternative SMS hub centre, as this could lead to improved efficiencies and reduced termination rates.

2.1.2 *GIBTELECOM* currently has SMS hub agreements with the administrations listed at Appendix 1.

2.2 *GIBTELECOM* SMS Termination service shall be limited to *GIBTELECOM* mobile number ranges that have been allocated by the Authority to *GIBTELECOM*.

3. Terms and Conditions

3.1 The Operator is responsible for agreeing in advance all necessary technical requirements, including calling line identification for network and presentation purposes, with the Third Party SMS Hub for the conveyance of text messages pursuant to the provisions of this Schedule.

3.2 *GIBTELECOM* is not responsible for the service offered by the Third Party SMS Hub, which is offered on a 'Best Effort' basis.

3.2.1 For the purposes of this specific schedule, and for the avoidance of doubt, *GIBTELECOM* will not be bound by the Service Level Agreement (SLA) found at Annex G to this Reference Interconnect Offer.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of *GIBTELECOM* SMS Termination text messages in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all *GIBTELECOM* SMS Termination text messages presented for delivery in the *GIBTELECOM* Mobile Network through the Third Party SMS Hub as per the standard set by the Authority.

4. Routing

4.1 The conveyance of *GIBTELECOM* SMS Termination text messages shall be through a mutually agreed Third Party SMS Hub.

5. Charging

5.1 For the conveyance of *GIBTELECOM* SMS Termination traffic by *GIBTELECOM*, *GIBTELECOM* will receive from the Third Party SMS Hub an SMS termination rate as specified in Table 1 below.

Table 1
Termination rates for *GIBTELECOM* SMS Termination

Third Party SMS Hub	Rate per text message	Currency
MACH SMS	0.04	Euro

6. Accounting system used

6.1 Gibtelecom has an obligation to produce and submit to the Gibraltar Regulatory Authority (GRA) annual audited accounting separation reports (ASR). These reports form the basis for calculating termination charges. The accounting system used for producing the ASRs is based on current cost accounting methodologies. Gibtelecom's core switching and transmission assets are revalued using current cost accounting indices supplied by the Office for National Statistics in the United Kingdom. The rates indicated in table 1 above are based on the termination charge received by the Third Party SMS hub MACH SMS, with which Gibtelecom has an agreement to route SMS text messages.

[this schedule continues next page]

[Schedule 203 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

Appendix 1

To

SERVICE SCHEDULE 203 – MOBILE

Third Party SMS Hubs

Third Party SMS Hub	Address
MACH SMS	MACH S.a.r.l. 15, rue Edmond Reuter L-5326 Contern G.D. of Luxembourg

ANNEX C

SERVICE SCHEDULE 204 – MOBILE

***GIBTELECOM* SMS Termination (direct)**

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A of this Interconnect Agreement.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey SMS text messages handed over from the Operator Network through a direct interconnection with the *GIBTELECOM* mobile switch for termination on valid *GIBTELECOM* Mobile Numbers residing on the *GIBTELECOM* Mobile Network.

2.2 *GIBTELECOM'S* SMS text message termination service (direct) shall be limited to *GIBTELECOM* mobile number ranges that have been allocated by the Authority to *GIBTELECOM*.

3. Terms and Conditions

3.1 The Operator is responsible for agreeing in advance all necessary technical requirements, including calling line identification for network and presentation purposes for the conveyance of text messages pursuant to the provisions of this Schedule.

3.2 *GIBTELECOM* shall convey SMS text messages (direct) during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys all other SMS text messages originated within the *GIBTELECOM* Mobile Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of SMS text messages (direct) in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all SMS text messages (direct) presented for delivery in the *GIBTELECOM* Mobile Network as per the standard set by the Authority.

4. Routing

4.1 The conveyance of SMS text messages (direct) shall be in accordance with the routing principles, including SMS centre principles, specified in Appendix 1.

5. Charging

5.1 For the conveyance by *GIBTELECOM* of SMS termination traffic through a direct interconnection with the *GIBTELECOM* Mobile Switch, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable number of SMS text messages terminated on the *GIBTELECOM* Mobile Network. Conversion to a sterling currency equivalent shall be carried out using the exchange rate prevailing on the date of the relevant invoice as published by the Financial Times.

Table 1
Termination rates for *GIBTELECOM* SMS Termination (direct)

	Rate per text message	Currency
Gibtelecom SMS text message termination (direct)	0.02	GBP

6. Accounting system used

6.1 Gibtelecom has an obligation to produce and submit to the Gibraltar Regulatory Authority (GRA) annual audited accounting separation reports (ASR). These reports form the basis for calculating termination charges. The accounting system used for producing the ASRs is based on current cost accounting methodologies. Gibtelecom's core switching and transmission assets are revalued using current cost accounting indices supplied by the Office for National Statistics in the United Kingdom.

In the wholesale SMS termination market, the GRA has imposed on Gibtelecom obligations of transparency and non-discrimination. To be consistent with the rates quoted by *GIBTELECOM* for a similar service (SMS termination through a third party hub), the rates indicated in table 1 above are equivalent to the termination charge received by the third party SMS hub MACH SMS (see Schedule 204), with which Gibtelecom has an agreement to route SMS text messages.

[this schedule continues next page]

[Schedule 204 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

Appendix 1

To

SERVICE SCHEDULE 204 – MOBILE

Routing Principles

1. The routing arrangements for SMS text message termination (direct) traffic shall be as defined in the Interconnect Network Plan (Annex E) as attached to this Agreement.
2. *GIBTELECOM* Interconnect Node will accept SMS text messages termination (direct) traffic destined for number ranges as outlined in 3. below. No other traffic will be accepted at the *GIBTELECOM* Interconnect Node.
3. The number ranges offered by *GIBTELECOM* for SMS text message termination are as follows.

54XXXXXX

56XXXXXX

57XXXXXX

58XXXXXX

4. The *GIBTELECOM* SMS centre is +350 58000033

The Operator SMS centre is _____

ANNEX C

SERVICE SCHEDULE 205 – MOBILE

National Transit

This Service Schedule is effective from _____ and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority.

1. Definitions

1.1 In this Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A.

2. Description of Service

2.1 Subject to the provisions of this Service Schedule, *GIBTELECOM* shall convey National Transit Calls handed over from the Operator Network for termination in Networks within Gibraltar other than the *GIBTELECOM* Mobile Network. This shall include the Networks of all other operators within Gibraltar who have been granted Number Ranges by the Authority in the Gibraltar numbering plan and have requested *GIBTELECOM* to open these number ranges in the *GIBTELECOM* Mobile Network to be routed across a direct Interconnect with *GIBTELECOM'S* Mobile Exchange in line with an agreed routing plan.

2.2 This Schedule does not deal with National Transit Calls handed over from the Operator Network for termination in Networks within Gibraltar other than the *GIBTELECOM* Mobile Network where these calls originate from and / or terminate on a ported number.

3. Terms and Conditions

3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

3.2 *GIBTELECOM* shall convey National Transit Calls during those periods of time and at the same standard and quality of service as *GIBTELECOM* conveys similar Calls originated within the *GIBTELECOM* Fixed Network.

3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of National Transit Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.4 Calling Line Identification for network and presentation purposes shall, where available, be made available for all National Transit Calls presented for delivery via the *GIBTELECOM* Fixed Network

4. Routing

4.1 The conveyance of National Transit Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered via the *GIBTELECOM* Interconnect Node only.

5. Charging

5.1 For the conveyance of National Transit traffic via the *GIBTELECOM* Mobile Network where *GIBTELECOM* is the first choice route for such traffic, the Operator shall pay *GIBTELECOM* a charge calculated in accordance with the rates as specified in Table 1 below. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute as outlined in Table 1&2 below.

**Table 1
Transit Charge per minute (Transit to Fixed)**

(Pence)	
Standard	}
	}
Cheap	}

The applicable other fixed network termination rate.

Gibtelecom current fixed network termination rate: 0.0718 pence per minute

**Table 2
Transit Charge per minute (Transit to Mobile Operator)**

(Pence)	
Peak	}
Standard	}
Cheap	}

The applicable other mobile network termination rate.

**Table 3
Charging periods Fixed**

Standard Period: Monday to Friday 8.00a.m. to 6.00p.m.
Cheap Period: Monday to Friday 6.00p.m. to 8.00a.m., Weekends from Friday at 6.00p.m. to Monday at 8.00a.m. and all day Public Holidays .

Charging periods Mobile

Peak Period: Monday to Friday 8.00a.m. to 8.00p.m.
Standard Period: Monday to Friday 8.00a.m to 8.00p.m.
Cheap Period: 8.00p.m. to 8.00a.m. Monday to Friday, Friday 8.00p.m. to Monday 8.00a.m. and all day Public Holidays.

[this schedule continues next page]

[Schedule 205 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX C

SERVICE SCHEDULE 300

Operator Requirements and Services to be Provided to Gibtelecom

1. Operator Requirements

1.1. The Schedules required by the Operator from Gibtelecom as listed under the Gibtelecom Service Schedules in Annex C of this Reference Interconnect Offer are as follows:

[insert Gibtelecom services to be provided to operator under Annex C here]

1.2. The Operator requires *[insert type of interconnection and address here]*

2. Operator Services to be provided to Gibtelecom

2.1. Operator shall provide Gibtelecom with *[insert operator services to be provided to Gibtelecom here]*

Operator charges for *[insert service(s) here]* are as follows:

[insert charges for services here]

[this schedule continues next page]

[Schedule 300 continued from previous page]

IN WITNESS WHEREOF THIS SCHEDULE WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of

SIGNED for and on behalf of

the Operator:

GIBTELECOM :

[SIGNATURE]

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[NAME (BLOCK CAPITALS)]

[POSITION]

[POSITION]

ANNEX D

INTERCONNECT PATHS

This Annex is divided into Annex D1 which details the Interconnect Paths provided by *GIBTELECOM* and Annex D2 which details the Interconnect Paths provided by the Operator. Annex D2 is only included where applicable.

INDEX

Annex D1 *GIBTELECOM* Interconnect Paths
Annex D2 Operator Interconnect Paths.

ANNEX D1

This Annex D1 is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the Authority. For the avoidance of doubt each Interconnect Path to the *GIBTELECOM* Fixed Network and / or *GIBTELECOM* Mobile Network shall be subject to the terms of this Annex.

1. Definitions

1.1 In this Annex, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Annex. Words and expressions have the meaning given in Annex A.

2. Methods of provision of Interconnect Paths

2.1 Interconnect Paths between the Operator's Network and the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, can be provided in either of the following ways:

- (a) Customer sited Interconnect whereby *GIBTELECOM* provides and maintains the Interconnect Path between the Operator's nominated Point of Interconnect and the *GIBTELECOM* Interconnect Node. At locations Accessible to the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, the charges as outlined in Annex D will apply. At other locations not accessible to the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, individual price proposals will be prepared by *GIBTELECOM* within one (1) month, where possible, of a request for a Point of Interconnect at that location. This price proposal will be based on the projected costs involved in serving the specific location. If this target cannot be met, *GIBTELECOM* will advise the Operator within the one (1) month period of the detailed reasons why the price proposals cannot be provided within that time-frame but, in any case, *GIBTELECOM* shall provide the price proposals within two (2) months of the request for Interconnect.
- (b) In-span interconnection whereby the Operator constructs and maintains the transmission medium from their network to a point close to the *GIBTELECOM* Interconnect Node. *GIBTELECOM* will connect with similar medium to this location in order to complete an end-to-end connection between the two Networks. A more detailed description of In-span Interconnection is provided at Appendix 1. In conjunction with In-span, *GIBTELECOM* shall provide extension interconnect circuits from the Interconnect Node at which the In-span interconnect terminates in the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, as requested by the Operator.

3. Ordering of Interconnect Paths

3.1 New Interconnect Paths where there is an existing Interconnect Link and where it is proposed to utilise an existing Point of Interconnect must normally be ordered at least eight (8) weeks in advance of the requested Ready for Service date. Interconnect Paths ordered on this basis can only be guaranteed to be provided up to the numbers forecasted and agreed between the Parties. For orders in excess of those forecast in the Network Plan, the Requested Party shall make all reasonable efforts to provide the Interconnect Paths requested but cannot guarantee that they will be provided within the timescale requested or at the standard prices for Interconnect Paths.

3.2 New Interconnect Links utilising an existing Point of Interconnect must normally be ordered at least ten (10) weeks in advance of the requested Ready for Service date. Interconnect Links ordered on this basis can only be provided if they have been included in the applicable Network Plan at the time when the order is being placed. Interconnect Links ordered that are not forecast in the Network Plan cannot be guaranteed to be provided in the timescale requested or at standard prices for Interconnect Paths.

3.3 New Points of Interconnect utilising Customer Sited Interconnect must normally be ordered at least sixteen (16) weeks in advance of the requested Ready for Service date of the Interconnect Paths which are planned to be routed via this Point of Interconnect in the case of locations which are Accessible to the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be. Where the Point of Interconnect is at a Point of Interconnect not accessible to the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, timescales for provision will be provided on a case by case basis.

3.4 New Points of Interconnect utilising In-span Interconnect must normally be ordered at least sixteen (16) weeks in advance of the requested Ready for Service date of the Interconnect Paths which are planned to be routed via this Point of Interconnect. The provision of In-span Interconnect will be subject to satisfactory conclusion of negotiations between the Parties on the technical interface to be utilised.

3.5 All orders for additional Interconnect Paths shall be placed using the standard order form. All orders shall be deemed to be accepted when the Requested Party issues a receipt to the Requesting Party accepting the order as placed. This receipt will be issued within one (1) week of the order being received.

3.6 In the event of cancellation of the order for an Interconnect Path in advance of the Ready for Service date, liability for the relevant installation charges shall remain. Liability for installation charges is from the date of issue, by the Requested Party, of order receipt confirmation at clause 3.5.

4. Commissioning of Interconnect Paths

4.1 The test specifications identify the proposed tests that should be performed to prove the compatibility of the C7 Interconnect Paths. The link shall be commissioned in line with a subset of tests from the ITU recommendations specified below.

MTP Level 2 ITU-T Q.781

MTP Level 3 ITU-T Q.782

TUP Level 4 ITU-T Q.783
ISUP Level 4 ITU-T Q.784

4.2 The first stage of commissioning shall conclude with the delivery of the transmission portion of the Interconnect Path. *GIBTELECOM* shall issue a notification of transmission delivery.

4.3 Following the delivery of the transmission, end-to end-circuit commissioning of the Interconnect Path shall take place.

4.4 In the case of Interconnect Paths on existing Interconnect Links, one (1) week will be allowed to complete these tests.

4.5 The completion date of these commissioning tests or the expiry of the one (1) week period, whichever comes first shall determine the Commencement Date of Charging. Delays in commissioning process caused by the Requested Party or the Requested Parties Network will cause this date to be deferred. The Actual Date of Delivery shall be mutually agreed by the Parties in these circumstances and shall also determine the Commencement Date of Charging.

4.6 In the case of Interconnect Paths to a new Interconnect Node, two (2) weeks will be allowed to complete these tests.

4.7 The completion date of these tests or the expiry of the two (2) week period, whichever comes first shall determine the Commencement Date of Charging. Delays in commissioning process caused by the Requested Party or the Requested Party's Network will cause this date to be deferred.

4.8 The Requested Party shall issue notice to the Requesting Party of the Commencement Date of Charging which shall be the date for commencement of Interconnect Path charging. The Requesting Party shall have one (1) week in which to query this notification.

4.9 In the case of a dispute in relation to Commencement Date of Charging, the dispute resolution process outlined in clause 18 of the main body of this Interconnect Agreement shall come into effect.

4.10 The minimum contract term for Interconnect Paths provided shall be twelve (12) months from the Commencement Date of Charging.

5. *GIBTELECOM* Interconnect Path Fault Repair

5.1 *Maximum Response Time*

An Interconnect Path fault is defined as when the Interconnect Path does not operate to the technical parameters specified in Appendix E. Gibtelecom will adhere to a Maximum Response Time for fault repair of 60 minutes. The response time is measured from the time when the fault has been correctly logged and acknowledged, the preliminary testing and fault localisation has occurred and fault clearance has been instigated. All repair activity is on a 24x7 basis.

6. *GIBTELECOM* Interconnect Path Charges for Customer Sited Interconnection

6.1 *GIBTELECOM* Interconnect Path charging will consist of three elements;

- (a) Installation charges
- (b) Interoperability testing charges
- (c) Annual rental charges

7. *GIBTELECOM* Interconnect Path Installation and Rental Charges for Customer Sited Interconnection

7.1 For each of the Interconnect Paths from any Operator Interconnect Node to any *GIBTELECOM* Interconnect Node the charges shall be set at

Installation Charge £1,500.

Rental Charge £ 4,800 per annum.

7.2 *GIBTELECOM* will apply a 50% discount to the rental charge stated above on the initial two interconnect paths installed at the operator's request. This discount applies to the initial two interconnect paths installed at the operator's request to directly interconnect the Operator Network(s) with the *GIBTELECOM* Fixed Network and/or the *GIBTELECOM* Mobile Network, as the case may be. Without prejudice to sub-section 7.7, on additional interconnect paths *GIBTELECOM* will only apply a 50% discount to the rental charges stated above if *GIBTELECOM* agrees it has a requirement to send traffic to the operator through the additional interconnection path(s).

7.3 In the event an Operator is directly interconnected with both the *GIBTELECOM* Fixed Network and *GIBTELECOM* Mobile Network over the same interconnect link *GIBTELECOM* will apply an additional 35% discount to the discounted rental charges under 7.2 on one set of the two interconnect paths required to interconnect the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network. The additional discount will only apply to the initial two interconnect paths needed to interconnect to the *GIBTELECOM* Fixed Network and *GIBTELECOM* Mobile Network. Without prejudice to sub-section 7.7, on additional interconnect paths *GIBTELECOM* will only apply a 35% discount to the rental charges stated above if *GIBTELECOM* agrees it has a requirement to send traffic to the operator through the additional interconnection path(s).

7.4 For each test to establish interoperability between the Interconnect Nodes, *GIBTELECOM* shall charge the greater of £3,000 or £100 per man hour.

7.5 In the case where the Point of Interconnect is not accessible to the *GIBTELECOM* Fixed Network or *GIBTELECOM* Mobile Network, as the case may be, initial Interconnect Path installation charges shall be set on a case-by-case basis.

7.6 Where local end transmission diversity between the Point Of Interconnect and the *GIBTELECOM* Fixed Exchange or *GIBTELECOM* Mobile Exchange is provided, the

Operator shall pay the appropriate cost of providing this diverse facility. Interconnect shall be distributed across these separate physical paths.

7.7 All additional Interconnect Paths will qualify for a discount of 2% on the annual rental.

8. GIBTELECOM Interconnect Path Charging for In-span Interconnection

8.1 The charges for In-span interconnect shall comprise of both installation and annual rental elements as outlined in Table 1 below:

In-Span service provided	Installation charge (£)		Annual rental (£)
	Node	Port	Per STM1
Fully Equipped STM 1	3,500	1,200	57,500

8.2 The charge for Interconnect Paths provided on the In-span interconnect to the *GIBTELECOM* Interconnect Node at which the In-Span interconnect terminates shall comprise of the rental charges as outlined below.

For each of the paths from any Operator Interconnect Node to the *GIBTELECOM* Interconnect Node the installation charges shall be set at £1,500.

For each of the Interconnect Paths from any Operator Interconnect Node to the *GIBTELECOM* Interconnect Node, the **annual rental** charges shall comprise of the following

Charge of £4,500 per link

9. Re-arrangements of Interconnect Paths

9.1 Request for re-arrangements of Interconnect Paths where either the Interconnect Node or Point of Interconnect is changing shall be dealt with on the same basis as initial provisioning arrangements.

9.2 The order period for re-arrangement of an Interconnect Path to an existing Interconnect Node or Point of Interconnect shall normally be eight (8) weeks. The order period for re-arrangement to a new Interconnect Node shall normally be twelve (12) weeks.

9.3 The rental charges for re-arrangement of Interconnect Paths shall be the same as outlined in clause 6, 7 and 8 for the re-arranged Interconnect Path. There will be no refund of rental charges for the old Interconnect Path arrangement. The twelve (12) month minimum contract period will not be enforced in relation to re-arrangement of Interconnect Paths.

Appendix 1

In-Span Interconnection (ISI)

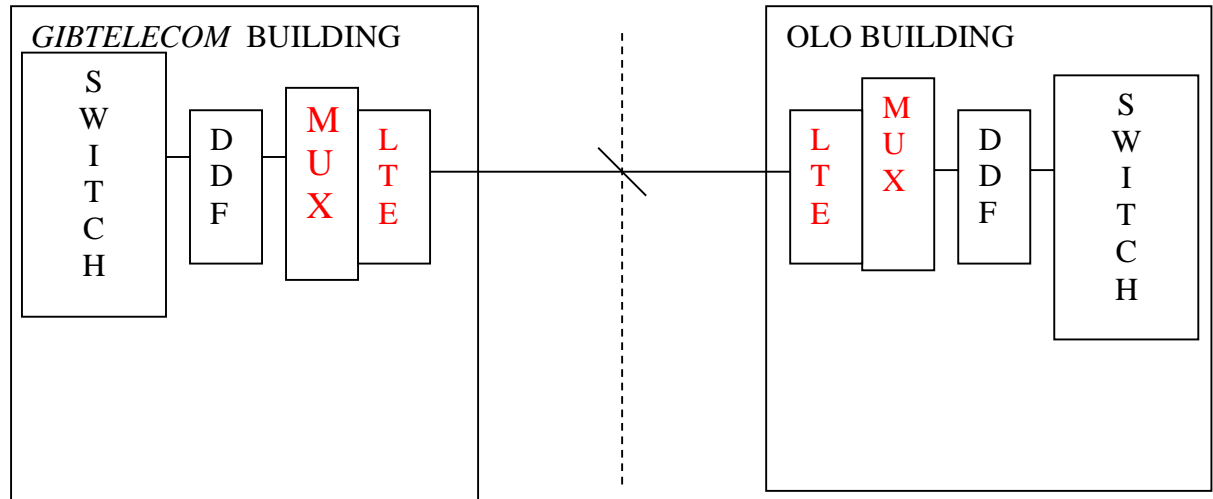
GIBTELECOM will offer a Synchronous Digital Hierarchy (SDH) ISI Interconnection at STM-1 where the other Party uses the same optical SDH interface as *GIBTELECOM*. The SDH ISI Interconnection will enable the provision of 2 Mbit/s Interconnect Paths only. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1.

The Point of Interconnection (P.O.I.) of an ISI Interconnection is the point at which the optical fibres in the other Party's cable are connected to the optical fibres in the *GIBTELECOM* cable. The requesting Party shall provide an Optical Distribution Frame or optical connecting point at the P.O.I.

GIBTELECOM will terminate its optical fibres on one side of the P.O.I and the other Party will terminate its fibres on the other side of the P.O.I. Or alternatively *GIBTELECOM* will terminate the fibre cable in a splice joint at the P.O.I. This will be agreed between the parties in respect of best practice and availability of space for the termination at the P.O.I.

The P.O.I. shall be located outside the boundary of the *GIBTELECOM* Interconnect Node and shall be not more than 100 metres (duct length) from the boundary. *GIBTELECOM* will identify suitable manholes within the immediate vicinity of its Interconnect Node which can facilitate the provision of In-Span connection. Where the Operator constructs their network to a point adjacent to such manholes, then no civil work charges will apply. The maximum distance between the terminal ends of the SDH ISI shall be determined with reference to the available optical power budget.

Point of Interconnect P.O.I.



P.O.I.

ANNEX E

'CONFIDENTIAL'

INTERCONNECT NETWORK PLAN.

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10. SYNCHRONISATION

1. Definitions

In this Annex, a reference to a clause or Appendix, unless stated otherwise, is to a clause or Appendix of this Annex. Words and expressions have the meaning given in Annex A. For the avoidance of doubt this Annex deals with network planning and design in relation to interconnection to the *GIBTELECOM* Fixed Network and / or *GIBTELECOM* Mobile Network.

2. Objective

This document forms part of the *GIBTELECOM* / OPERATOR X Interconnect Agreement. This document deals with network planning and design. It provides the technical basis to define the characteristics of the interface and the basis for procedures for provision of capacity and services on the Interconnect as well as the overall quality of service parameters for the Interconnect.

3. Location of Interconnect Node

The *GIBTELECOM* Interconnect Node for direct interconnection to the *GIBTELECOM* Fixed Network is located at City Hall Main switch building.

The *GIBTELECOM* Interconnect Node for direct interconnection to the *GIBTELECOM* Mobile Network is located at Mount Pleasant.

4. Transmission characteristics of Interconnect Links

The Interconnect Network will be established using PDH or SDH technology. A minimum of 2 x 2Mbit/s Interconnect Paths will be established for each Interconnect Link.

4.1 Local end transmission diversity from a Point of Interconnect.

Where local end transmission diversity between the Point Of Interconnect and the *GIBTELECOM* Fixed Exchange or *GIBTELECOM* Mobile Exchange, as the case may be, exists in the form of an SDH ring, all Interconnect Paths for each Interconnect Link utilising this Point of Interconnect will have full resilience across these separate physical paths. In the event that one of these physical paths should fail, all Interconnects Links for this location will remain available via the alternative path. The operator shall pay a charge for the provision of the diverse facility.

5. Traffic Routing Principles

5.1 GIBTELECOM traffic towards the OPERATOR X Interconnect Nodes

All *GIBTELECOM* traffic towards OPERATOR X will be routed on an equal basis on unidirectional routes to OPERATOR X's Interconnect Nodes from the *GIBTELECOM* Interconnect Node(s). This traffic will consist of Operator x traffic as defined in the Service Schedules of Annex C.

5.2 OPERATOR X Traffic towards GIBTELECOM Interconnect Nodes

OPERATOR X traffic will be routed on direct unidirectional routes to the *GIBTELECOM* Interconnect Node(s). This traffic will consist of OPERATOR X traffic as defined in the Service Schedules of Annex C. The following routing principles will apply unless in contradiction to the requirements of a specific Service Schedule defined in Annex C of the Interconnect Agreement.

5.2.1 Call origination from the *GIBTELECOM* Fixed Network

GIBTELECOM will route traffic using carrier access selection (Equal Access) codes towards the Operator on the incoming route from the other network as per 5.1. This route will now carry operator owned traffic in each direction.

5.2.2 Emergency Traffic

Emergency calls should be routed directly to *GIBTELECOM* for all emergency calls, Calling Line Identification (CLI) will be sent from the OPERATOR X Network if technically feasible. In order to ensure completion of emergency calls, timeslots from OPERATOR X towards *GIBTELECOM* will be reserved on the Interconnect Links specifically for routing of emergency calls. The routing principles for emergency calls will be as follows:-

(1) The *GIBTELECOM* Node (3 reserved outgoing timeslots)

5.3 Alternative Routing

5.3.1 Alternative Routing (Transit Route)

In the case where congestion of an Interconnect Link takes place and the Operator implements alternative routing via a third operator, then the charge shall be based on the actual transit charge plus the *GIBTELECOM* charges. These charges would have to be negotiated with the third party concerned. There shall be no impact on the charge to the Operator for any alternative routing implemented, due to congestion between the *GIBTELECOM* Fixed Network and/or *GIBTELECOM* Mobile Network and other third party operators.

5.3.2 Alternative Route (Direct Route)

In the case where congestion of an Interconnect Link takes place via a primary route and a direct secondary route exists. *GIBTELECOM* would implement alternative routing via the second route. Call charges would remain the same.

6. Signalling Interface

6.1 Signalling Protocols

The recommended signalling protocol to be used between the interconnect points will be as follows.

- CCITT C7 ISUP Blue book

Signalling messages will be sent directly between the OPERATOR X Interconnect Node and the *GIBTELECOM* Interconnect Node(s) and will not be transferred (STP).

6.2 Specific MTP requirements

6.2.1 MTP point codes - *GIBTELECOM*

Node Point Code

GIBTELECOM Fixed Exchange Interconnect Node at City Hall is "0-37-5"

GIBTELECOM Mobile Exchange Interconnect Node at Mount Pleasant is "0-50-0"

6.2.2 Signalling Link sets

At the signalling level, interconnection of two Interconnect Nodes will require a single Link set (LS) containing at least 2 Signalling Links (SLs). There will be load sharing across these Signalling Links.

6.3 Specific Signalling requirements

6.3.1 Call Forward Loop Prevention

Calls which have been forwarded by either *GIBTELECOM* or OPERATOR X will be distinguished by their Calling Party Category (CPC). Where either Network receives a call set-up with a CPC indicating a call which has been forwarded, the Network will suppress any further call forward which would result in these calls being routed back across the Interconnect Network.

6.3.2 Calling Line Identification

The introduction of Calling Line Identification presentation will be as defined in clause 14.2 of the main body of the Interconnect Agreement.

7. Numbering Plans and Digit Analysis

All Numbering Plans will be in line with the Gibraltar Numbering Plan document published from time to time by the Authority.

7.1 *GIBTELECOM* traffic towards OPERATOR X

Traffic Type Access or STD Code Comments

Termination National / Local Number Nature of address indicator used Customer Care Access 'XXX' Routed as required Note 1

Carrier Selection code xxx + plus digits as dialled sent on route

Note 1: OPERATOR X and *GIBTELECOM* may agree on alternative routing for this code.

Carrier Pre-selection (CPS) is currently not available.

7.2 OPERATOR X traffic types towards *GIBTELECOM*

For International Access, National Termination and National Transit, as defined in Annex C, the OPERATOR X Interconnect node will pass to the *GIBTELECOM* Interconnect Node only numbers in the national and international number formats. National numbers will not be passed in the international format. In order to ensure correct routing and accounting, the following defines the minimum *GIBTELECOM* Number Plan required to be implemented in the OPERATOR X Digit.

Traffic Type Access or STD Code Comments

International Access 00 + country code

National Transit 350

Premium Rate Services 89xx

National Directory Inquiries xxx OPERATOR X will translate this to 11811 before being passed to *GIBTELECOM*

National Operator Assistance xxx OPERATOR X will translate this to 11811 before being passed to *GIBTELECOM*.

International Operator Assistance xxx OPERATOR X will translate this to 11888 before being passed to *GIBTELECOM*.

Emergency Services 999, 112,190,199 Where 999 is dialled OPERATOR X will translate this to 112 before being passed to *GIBTELECOM*.

Where 112 is dialled OPERATOR X will present 112 to *GIBTELECOM*.

Paging access 20050000 (transit)

Standard speaking clock xxxx to 150

GIBTELECOM Customer Care Access xxxx to 20052200

8. Service Quality

8.1 Grade of Service for OPERATOR X to *GIBTELECOM* Interconnect Nodes

All Interconnect Links to the *GIBTELECOM* Interconnect Node(s) will be dimensioned based on an occupancy of 85% to minimize link congestion and cater for future expansion..

8.2 Grade of Service for *GIBTELECOM* to OPERATOR X Interconnect Nodes

The network will offer high quality service under normal conditions as in 8.1.

9. Traffic Forecasting and Ordering

9.1 Interconnect link forecasts

Traffic forecasts are required to ensure that sufficient switch and distributive network capacity can be made available to meet subsequent capacity order requirements.

9.2 Interconnect link ordering

Traffic forecasting and capacity ordering, although complementary, are treated as separate processes. The latter is detailed in Annex D.

10. Synchronisation

OPERATOR X will synchronise its switching network from the 2Mbit/s traffic circuits interconnecting with *GIBTELECOM*. These links will be identified and marked on *GIBTELECOM*'s and OPERATOR X's databases. Both parties will put procedures in place to prioritise the availability of these circuits. Synchronisation can be provided from the *GIBTELECOM* Node over the PDH/SDH Interconnect.

ANNEX F

NON DISCLOSURE AGREEMENT

Whereas, in their business the Parties ("the Parties") to this Agreement have valuable information and it is necessary to protect certain of this information as Confidential Information and as valuable trade secrets.

Whereas, through their doing business with each other for the purpose of interconnecting their respective Networks in Gibraltar, the Parties may become acquainted with or come into possession of Confidential Information belonging to the other Party. In such cases the Party providing this information shall be designated "the Owner", and the Party receiving this information shall be designated "the Recipient".

For the purpose of this Agreement "Confidential Information" includes Annex E and the following:

- (a) information of whatever nature relating to either Party or its customers which is not publicly available and which is obtained as a result of or in connection with this Interconnect Agreement or the negotiations thereof or the activities of either Party in relation to the Interconnect including without limitation information acquired either in writing, electronically or orally from or pursuant to discussions with:
 - (i) the directors, officers or employees of either Party, and
 - (ii) either Party's professional advisers;
- (b) analyses, compilations, studies and other documents prepared by or on behalf of either Party and of their employees or advisers;
- (c) information of whatever nature relating to either Party obtained by observation by the other; and
- (d) Such information which if disclosed in writing is clearly marked as "Confidential" at the time of disclosure and information which if disclosed orally is identified as being "Confidential" at the time of disclosure and this fact is confirmed by the Owner in writing within five (5) working days of the disclosure.

These terms and conditions will not apply to any Confidential Information which:

- (a) is or becomes publicly available through no fault of the Recipient;
- (b) can be demonstrated to be already known to the Recipient at the time of transmittal;
- (c) information that is received without obligation of confidence from a third Party who did not acquire it under obligation of confidence from either Party or that is independently developed by the Recipient.

(d) is required to be disclosed by a Government body or Court or comparable authority of competent jurisdiction.

1. Therefore, in consideration of the disclosure to each Party of Confidential Information by the other and in consideration of the mutual promises contained in this Interconnect Agreement, it is agreed as follows:

(i) each Party undertakes with the other that the Confidential Information shall be used by it only for the purpose of or to facilitate Interconnect in accordance with the terms of this Interconnect Agreement and for no other purposes whatsoever.

(ii) subject to sub paragraphs (iii).(c) and (iii).(f) below, neither Party will without prior written consent of the other disclose or use or cause to be disclosed or used by any third party at any time any Confidential Information.

(iii) to secure the confidentiality attaching to Confidential Information, each Party and Associated Company who is allowed access to Confidential Information pursuant to sub-paragraph (c) below shall:

(a) keep all documents and any other material bearing or incorporating any of the Confidential Information at the Recipient's usual place of business or subject to sub-paragraph (c) below at the usual place of business of an Associated Company of the Recipient;

(b) in relation to the reproduction, transformation, or storage of any of the Confidential Information in an externally accessible computer or electronic retrieval system, shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature;

(c) allow access to Confidential Information exclusively to those agents, professional advisers, Associated Companies and employees of the Recipient who have reasonable need to see and use it to facilitate Interconnect pursuant to the provisions of this Interconnect Agreement and shall inform each of the said agents, professional advisers, Associated Companies and employees of the confidential nature of the Confidential Information and of the obligations on the Recipient in respect thereof and undertake to use all reasonable endeavours to ensure that such agents, professional advisers, Associate Companies and employees honour these obligations.

(d) on reasonable request of the Owner made at any time shall deliver up to the Owner, as far as reasonably practicable, all documents and other material in the possession custody or control of the Recipient or Associated Companies of the Recipient that bear on or incorporate any part of the Confidential Information;

(e) treat in the same manner as is agreed to treat Confidential Information, all copies of any analyses, compilations, studies or other documents prepared by it or its advisers containing or reflecting or generated from any Confidential Information;

(f) allow access to the Confidential Information only to suppliers of the Recipient who have reasonable need to see and use this Confidential Information for the purposes of supply of services and products to the Recipient. In which case the Recipient undertakes to ensure that such suppliers apply conditions (a) to (e) as described above for their use of the Confidential Information.

2. Each Party understands and acknowledges that neither is making any representation or warranty, express or implied as to the accuracy or completeness of the Confidential Information and neither of them will have any liability to the other or any other person resulting from the Confidential Information or its use thereof.

3. The Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this undertaking by either of them. In the event of a breach or threatened breach of this Agreement by either Party, the other Party ("the aggrieved Party") shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and, without prejudice to the foregoing, the other Party agrees to indemnify, subject to Clause 23.3 of the Main Body of this Interconnect Agreement, the aggrieved Party against any loss, claims, damages or liabilities by it as a result of or arising out of any such breach PROVIDED ALWAYS such liability is limited to £1,000,000 (Pounds one million).

ANNEX G

Service Level Schedule

GIBTELECOM will use its reasonable endeavours to provide the interconnect services outlined in Annex C. 101 to 115 and 201 to 205.

GIBTELECOM will use its reasonable endeavours to provide the Interconnect Links to the Customer at least for 99.5 per cent of each month that this Agreement is in force.

If whilst this Agreement is in force, in any given month, the Interconnect Links are available for a period of time that is less than 99.50 per cent of that month, then the Customer shall only be entitled to be compensated as follows:

- (a) if the availability is for a period of time which is less than 99.30 per cent of that month but the availability is for 99.00 per cent or more of that month, then the Customers shall be entitled to a credit of 5 per cent of the Monthly Rental Fee payable by the Customer to *GIBTELECOM* for that month;
- (b) if the availability is for a period of time which is less than 99.00 per cent of that month but the availability is for 97.00 per cent or more of that month, then the Customer shall be entitled to a credit of 15 per cent of the Monthly Rental Fee payable by the Customer to *GIBTELECOM* for that month;
- (c) if the availability is for a period of time which is less than 97.00 per cent of that month but the availability is for 95.00 per cent or more of the month, then the Customer shall be entitled to a credit of 25 per cent of the Monthly Rental Fee payable by the Customer for that month;
- (d) if the availability is for a period of time which is less than 95.00 per cent of that month but the availability is for 90.00 per cent or more of the month, then the Customer shall be entitled to a credit of 35 per cent of the Monthly Rental Fee payable by the Customer to *GIBTELECOM* for the month;
- (e) if the availability is for a period of time which is less than 90.00 per cent of that month, then the Customers shall be entitled to a credit of 45 per cent of the Monthly Rental Fee payable by the Customer to *GIBTELECOM* for that month.

A breach of any one of the service levels specified in (a) to (e) above does not constitute a serious breach.