

The below document is Hutchison 3G Ireland's reference interconnect offer (RIO) published pursuant to ComReg's Decision Notice D11/12. The document does not constitute an offer of any description and serves as a guide only to the type of contract document that Hutchison 3G Ireland requires to be entered into for situations where an interconnect applicant and Hutchison 3G Ireland require interconnection and termination on each other's network.

It is Hutchison 3G Ireland's intention that mobile voice call termination contracts it enters into with third parties will be substantially based on this reference document. However, Hutchison 3G Ireland reserves the right to make amendments to any of the terms set out in this reference document as part of any individual engagements and to require other pre-conditions to be met by an interconnect applicant prior to the execution of any related contract documents.

DRAFT

[ ] 2013

**HUTCHISON 3G IRELAND LIMITED**

**AND**

**[Interconnect Partner]**

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**DRAFT – SUBJECT TO CONTRACT**

**TWO WAY INTERCONNECTION AGREEMENT**

Relating to the Interconnection of the H3G System and the  
electronic communications network provided by  
[Interconnect Partner]

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DRAFT

**THIS AGREEMENT is made as of the      day of                      2013 (“Agreement”).**

**BETWEEN:**

- (1) **HUTCHISON 3G IRELAND LIMITED** (registered number 316982) a company incorporated in Ireland and whose registered office is at 3<sup>rd</sup> Floor, 6-10 Suffolk street, Dublin 2 (“H3G”); and
- (2) **[INTERCONNECT PARTNER]** (registered number [####]) a company incorporated under the laws of Ireland whose registered office is at [Address] (“Interconnect Partner”);

(each a "**Party**" and together, the "**Parties**").

**WHEREAS:**

- (A) H3G is authorised under the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 (“the Authorisation Regulations”) to provide electronic communications networks or services as described in a notification under Regulation 4(2) or 4(4) of the Authorisation Regulations.
- (B) Interconnect Partner is authorised under the Regulations to provide electronic communications networks or services as described in a notification under Regulation 4(2) or 4(4) of the Authorisation Regulations.
- (C) The Parties have agreed to connect their systems to enable the provision of certain telecommunications services on the terms of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, capitalised words and expressions shall (unless the context otherwise requires) have the respective meanings set out in Schedule 1 hereto.
- 1.2 Words importing the singular shall include the plural and vice versa; words importing one gender shall include the other gender; words denoting persons shall include bodies corporate and unincorporated associations of persons.
- 1.3 References to Clauses, and Schedules are, unless otherwise stated, references to the clauses of and schedules to this Agreement and references to Paragraphs, Parts and Appendices are to paragraphs within, parts of and Appendices to Schedules.
- 1.4 Reference to any statute or statutory provision is, except where stated otherwise, to an Irish statute or statutory provision. Such reference includes any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.
- 1.5 The headings in this Agreement do not affect its or their interpretation.
- 1.6 The Schedules (including any Part) and the Appendices thereto form part of this Agreement.

- 1.7 Any undertaking in this Agreement not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 1.8 General words introduced or followed by the word “other” or “including” or “in particular” or “for example” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 1.9 Any word or expression used in this Agreement shall have the same meaning as it has in the Act and the Regulations, or in the H3G Authorisation or the Interconnect Partner Authorisation unless a different meaning is applied to it under this Agreement or the context otherwise requires.
- 1.10 In the event of any inconsistency between the meaning that any word or expression used in this Agreement has in the Act and the Regulations and the meaning it has in H3G Authorisation or the Interconnect Partner Authorisation the meaning it has in the Act and the Regulations shall prevail.
- 1.11 References in this Agreement to “H3G” and “Interconnect Partner” shall include their respective successors (whether by operation of law or otherwise) and permitted assigns.
- 1.12 References in this Agreement to “H3G” shall include its agents and outsource partners.
- 1.13 For the avoidance of doubt, reference to Ireland in this Agreement does not include Northern Ireland.
- 2. OBLIGATIONS OF THE PARTIES**
- 2.1 H3G and Interconnect Partner shall connect and keep connected, and permit to be connected and be kept connected, their respective Systems upon the terms of this Agreement.
- 2.2 Subject to the terms and conditions of this Agreement H3G shall provide to Interconnect Partner:-
- 2.2.1 the H3G Interconnection Service;
- 2.2.2 the H3G Call Conveyance Services.
- 2.3 Subject to the terms and conditions of this Agreement, Interconnect Partner shall provide to H3G: -
- 2.3.1 the Interconnect Partner Interconnection Service; and
- 2.3.2 the Interconnect partner Call Conveyance Services.
- 2.4 H3G shall be under no obligation and shall have no liability for any Call once it is handed over from the H3G System to the Interconnect Partner System. Interconnect Partner shall be under no obligation and shall have no liability for any Call once it is handed over from the Interconnect Partner System to H3G System.
- 2.5 Each party shall ensure that it does not pass to the other any reverse charge calls whereby the called party is requested by an operator on behalf of the Calling Party to pay the cost

of the call and each Party shall instruct its operators not to accept reverse charge calls. If any reverse charge call is passed to a Party by the other then (for the avoidance of doubt) the Party in receipt of the reverse charge call shall have no obligation to convey such a Call but if it does convey such a Call, it shall not be liable to make any payment to the Party sending the reverse charge call in respect of the Call.

2.6 Neither Party shall do anything or cause or permit anything to be done (including without limitation, number translation, routing and/or the allocation of numbers to terminal equipment) so as to cause any Call of a type not covered by this Agreement to be presented to the other Party as a call of a type to which this Agreement does apply.

2.7 Unless expressly stated within Schedule 4, Interconnection under this Agreement shall apply only to Calls which are either:

2.7.1 originated on the Interconnect Partner System and handed over to the H3G System and which have been previously switched by the Interconnect Partner System prior to being handed over to the H3G System; or

2.7.2 Transited by the Interconnect Partner System and handed over to the H3G System and which have been previously switched by the Interconnect Partner System prior to being handed over to the H3G System; or

2.7.3 originated on the H3G System and handed over to the Interconnect Partner System and which have been previously switched by the H3G System prior to being handed over to the Interconnect Partner System; or

2.7.4 Transited by the H3G System and handed over to the Interconnect Partner System and which have been previously switched by the H3G System prior to being handed over to the Interconnect Partner System

2.8 Nothing in this Agreement shall be construed as imposing any requirement or obligation upon Interconnect Partner to convey Calls to the H3G System or upon H3G to convey Calls to the Interconnect Partner System.

2.9 H3G does not warrant that the H3G Interconnection Service will be free from faults nor does H3G warrant that the H3G Call Conveyance Service will be free from faults.

2.10 Interconnect Partner does not warrant that the Interconnect Partner Interconnection Service will be free from faults nor does Interconnect Partner warrant that the Interconnect Partner Call Conveyance Service will be free from faults.

### 3. **PROVISION OF CAPACITY**

3.1 Each Party will use all reasonable endeavours to make sufficient Capacity available at Points of Connection to meet demands for the other party's forecast traffic flow. The provision of Interconnection Circuit(s) between each party's System and each Point of Connection shall be in accordance with Schedule 3, parts 1 and 2. Subject to meeting their obligations in this Clause 3.1, either Party shall be at liberty at any time to propose increases or decreases in Capacity at an established Point of Connection and shall have the right to reduce the Capacity available at a Point of Connection or terminate the use of

a Point of Connection thereof by giving to the other party at least three (3) months notice in writing of such intention. Both parties shall use reasonable endeavours to reach agreement on replacement of the Capacity by the establishment of a replacement Point of Connection or the augmentation of Capacity at another existing Point of Connection (if any). In the event of any such change in or to a Point of Connection, the party requesting the change shall pay the other party's fair and reasonable costs incurred as a result of the change and the establishment of an alternative Point of Connection or the augmentation of Capacity elsewhere.

### 3.2

3.2.1 The Parties shall liaise together periodically on the cumulative Capacity required by each of them at a Point(s) of Connection. Each Party shall provide to the other a written forecast of its estimated requirements for cumulative Capacity at each Point of Connection during the following twelve (12) months. Such forecasts shall be submitted at the times and in the format specified in Schedule 8 to this Agreement.

3.2.2 Either Party may, by notice in writing to the other, place an order for the other Party to provide Capacity at a Point of Connection, such order to be in the format set out in Appendix 2 to Schedule 8, or such other format as may be agreed by the parties from time to time. Provided that the Capacity specified in any such order does not exceed the Capacity referred to in the most recent forecast submitted pursuant to Clause 3.2.1 above in respect of the relevant period, by more than 25 per cent and provided further that the party in receipt of such order accepts such order, such acceptance not to be unreasonably refused, then such party shall ensure that the required Capacity is available for operational service on or before the date specified in the order being a date:-

(a) In the case of Capacity to be provided at a new Point of Connection (other than the initial Points of Connection agreed under Schedule 3 of this Agreement), six (6) months from the date of the order; or

(b) in the case of Capacity to be provided at an existing Point of Connection, three (3) months from the date of the order.

3.2.3 In respect of the provision of new or additional Capacity, the parties shall in good time prior to the required date for operational service thereof, establish an agreed implementation and testing schedule and process.

3.3 Either party having placed an order on the other for new or additional Capacity may, after any acceptance of the order by the other, cancel such order by notice in writing given at least one (1) month prior to the relevant date for operational service specified in such order, subject to the cancelling party promptly reimbursing to the other party all fair and reasonable costs incurred or suffered as a result of such cancellation.



3.4 If either Party believes that the Capacity at a Point of Connection is being under utilised, it may notify the other Party and the Parties may (subject to their mutual agreement) reduce such Capacity accordingly.

4. **SYSTEM ALTERATION**

The following terms shall apply in respect of System Alterations:

4.1 A Party wishing to make a System Alteration, shall notify the other Party not less than seven (7) months prior to the anticipated date of such System Alteration and shall specify in such notice the nature and technical details of such System Alteration and the anticipated date thereof.

4.2 The Party in receipt of a notice under clause 4.1 shall notify the other Party as soon as reasonably practicable of the likely impact of the System Alteration on its own System and of the likely costs to it of effecting any resultant alterations to its own System (such costs to be calculated on the basis of the minimum costs with good engineering practice).

4.3 Following the delivery of a notice in accordance with clause 4.2, the Parties shall negotiate in good faith and shall endeavour, within three (3) months of receipt of such notice, to agree a plan for the implementation of such System Alteration and the level of costs to be incurred by the other Party on the basis of the quotation specified in accordance with clause 4.2.

4.4 On completion of the relevant System Alteration, the Party in receipt of a notice under clause 4.1, shall be entitled to invoice the other Party for the costs of such alteration, such amount not to exceed the level of costs agreed pursuant to clause 4.3, such invoice to be payable in accordance with the provisions of clause 5.

4.5 Each Party shall pay its own costs arising out of a System Alteration if the Parties agree that their Systems shall be altered for their mutual benefit, or if the System Alteration is required in order to comply with a standard mandated by a recognised standards body or where such System Alteration is lawfully directed by ComReg.

5. **CHARGES AND PAYMENT**

5.1 H3G's charges for the H3G Interconnection Service and for the Call Conveyance Services are as set out in Schedule 5, Part 1.

5.2 Interconnect Partner's charges for the Interconnect Partner Interconnection Service and for the Interconnect Partner Call Conveyance Services are as set out in Schedule 5, Part 2.

5.3 In consideration of the Interconnection and other services to be provided under this Agreement:

5.3.1 Interconnect Partner shall, in accordance with this Agreement, pay H3G, H3G's charges for the H3G Interconnection Service and the H3G Call Conveyances Services set out in Schedule 5, Part 1 and otherwise as provided for or referred to in this Agreement.

- 5.3.2 H3G shall, in accordance with this Agreement, pay Interconnect Partner, Interconnect Partner's charges for the Interconnect Partner Interconnection Service and the Interconnect Partner Call Conveyances Services set out in Schedule 5, Part 2 and otherwise as provided for or referred to in this Agreement.
- 5.4 All charges set out in Schedule 5 and/or otherwise referred to in this Agreement are exclusive of value added tax which shall be payable by paying party in addition at the prevailing rate from time to time.
- 5.5 Either Party ("Paid Party") may vary its charges, as set out in Schedule 5 at any time and from time to time by varying existing charges or by introducing new charges or methods of charging, by providing to the other no less than thirty (30) days prior written notice of such amendment to the other Party ("Paying Party"), subject to clause 5.6.
- 5.6 The Paying Party will notify the Paid Party within ten days of receipt of the notice if it objects to the variation in the Paid Party's charges ("Notice of Objection") whereupon the Parties will negotiate the Paid Party's proposed variation. If the Parties are unable to agree to the variation to the charges within thirty days of the date of receipt of the Notice of Objection by the Paid Party, the Paid Party may implement the proposed variation and the Paying Party may terminate this Agreement with immediate effect at any time within thirty days of the variation coming into effect. If the Paying Party does not serve a Notice of Objection upon the Paid Party within ten days of receipt of the notice of the variation of the charge from the Paid Party, the Paying Party will be deemed to have agreed to the proposed variation.
- 5.7 H3G shall be responsible for recording and shall send invoices to Interconnect Partner in respect of Calls from the Interconnect Partner System to the H3G System. Interconnect Partner shall be responsible for recording and shall send invoices to H3G in respect of Calls from the H3G System to the Interconnect Partner System. An accounting summary report shall be sent with each invoice. This accounting summary report will detail for each calendar month by Call type and charge band the number of Calls and the Total Chargeable Call Duration. "Total Chargeable Call Duration" means the aggregate number of minutes of all calls.
- 5.8 Invoices correctly issued under this Agreement shall be payable within 30 days of the date of receipt of the invoice ("the Due Date").
- 5.9 If a Party fails to pay any amount due hereunder by the Due Date then the other party shall be entitled to charge and receive interest at the Default Interest Rate in which event interest shall accrue from the Due Date until the date of payment and shall be calculated on a daily basis.
- 5.10 Each Party shall maintain and retain for a period of one year from its submission of each invoice, true and accurate books of account and information contained in or on discs, tapes, document, or other records, as may reasonably be required for calculation or verification of the amounts payable under such invoice.

5.11 In the event that a Party (“Disputing Party”) disputes the amount of any invoice delivered by the other Party under this Agreement, the Disputing Party may at any time prior to the due date for payment of the invoice issue a Dispute Notice in writing to the other Party. The parties then shall invoke the following escalation procedure:

5.11.1 Following notice under Clause 5.11, the Parties shall endeavour to resolve the dispute at Level 1 below. If there is a failure to resolve the dispute at Level 1 within ten (10) days then either Party may escalate to Level 2. If there is a failure to resolve the dispute at Level 2 within ten (10) days then either Party may escalate to Level 3 to seek to resolve the dispute within a further period of ten (10) days.

For H3G

Level 1:

Tel:

Fax:

Level 2 and Level 3 :

Tel:

Tel:

For Interconnect Partner

Level 1: Head of Finance

Tel:

Fax:

Level 2: Head of Finance

Fax:

Level 3: General Manager

Tel:

Fax:

5.11.2 Failing resolution of a disputed invoice under the procedure set forth in Clause 5.11.1, any dispute may be referred by either Party for investigation and determination by such person, firm or company (being chartered accountants) as the parties may agree, or in default of agreement, by such chartered accountants as may be nominated by the President of the Institute of Chartered Accountants in Ireland to act as an expert and not as an 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 any sum thus found to be due or overpaid shall be promptly paid or refunded (including any interest payable or paid pursuant to Clause 5.9 as the case may be). The costs of

such person, firm or company agreed upon or nominated as aforementioned shall be paid by the Disputing Party unless the invoice is established to have been incorrect in which case the other party shall pay such costs.

- 5.12 Each Party shall permit the chartered accountants who are nominated in the circumstances referred to in Clause 5.11.2 above to have access to its premises, upon giving reasonable notice to either Party, solely for the purpose of inspecting the apparatus used for recording and charging Calls made between the Systems. Any such inspection shall be made in such a way as to cause the minimum inconvenience. The Party whose premises are being visited for such inspection shall provide such chartered accountants with reasonable facilities and assistance for such purpose.
- 5.13 Notwithstanding the reference of any dispute for investigation and determination under Clause 5.11, if the amount in dispute represents less than three percent of the total amount of the invoice (excluding VAT) the invoiced amount shall be payable in full pending the resolution of the dispute. If the amount in dispute represents three percent or more of the total amount of the invoice (excluding VAT) the disputed amount may be withheld pending resolution of the dispute and for the avoidance of doubt, any undisputed balance shall remain payable in full.
- 5.14 Subject to the terms agreed between the Parties in Schedule 10 of this Agreement, H3G may at any time require Operator to enter into bank or other guarantees (or to provide some other form of financial security) which in the opinion of H3G is/are appropriate as security against Operator's non-compliance with or non observance of any of the provisions of this Agreement (including failure to pay charges due). Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as H3G may reasonably allow) of the date of H3G's request for the same shall be deemed to be a material breach of this Agreement by Operator.

## 6. TECHNICAL STANDARDS

- 6.1 The interconnection service set out in Schedule 3 and the call conveyance services set out in Schedule 4 will comply with the technical standards set out in Schedule 6.

## 7. CALLING LINE IDENTIFICATION

- 7.1 Each Party shall ensure that its System shall (to the extent that its System is able to do so) generate and convey to the other Party's System the CLI associated with all Calls passed from its System to the other Party's System where that Call has originated in Ireland. Where the Call originates from outside Ireland, each Party will present CLI to the other Party where it is commercially available from the originating network. The other Party shall be entitled to use such CLI for administrative purposes and (subject to Clause 7.2 below) for presentation purposes and to pass such CLI to third party communications providers for such purposes, subject to any privacy preferences selected by calling parties.

7.2 The provision of CLI for presentation purposes shall be subject to such restrictions and arrangements as may be established between the Parties from time to time and the Parties shall have regard to the CLI Guidelines.

7.3 Any arrangements which the Parties make with regard to CLI shall be subject to any obligation or condition under either Party's General Authorisation or any statutory or legal obligation or restriction with regard to confidentiality or otherwise, including the Data Protection Act 1988, the Data Protection (Amendment) Act 2003, the European Communities (Electronic Communications Networks and Services) (Data Protection and Privacy) Regulations 2003 and any other relevant legislation or European Commission directive, and shall comply with the CLI Guidelines.

#### 8. **PROTECTION OF THE H3G SYSTEM**

8.1 Interconnect Partner shall not do or permit to be done or omit or permit the omission of anything in relation to the H3G System which either will cause damage to the H3G System or will, save as permitted under or pursuant to this Agreement, result in modification of the proper and normal operation of the H3G System.

8.2 Interconnect Partner shall upon reasonable written request from H3G provide H3G with all necessary facilities including rights of access to the Point of Connection in order that H3G may ensure that Interconnect Partner is complying with its obligations under Clause 8.1 provided always that H3G shall not in so doing do anything which may inhibit or interfere with the proper and normal operation of the Interconnect Partner System.

#### 9. **PROTECTION OF THE INTERCONNECT PARTNER SYSTEM**

9.1 H3G shall not do or permit to be done or omit or permit the omission of anything in relation to the Interconnect Partner System which will either cause damage to the Interconnect Partner System or will, save as permitted under or pursuant to this Agreement, result in the modification of the proper and normal operation of the Interconnect Partner System.

9.2 H3G shall upon reasonable written request from Interconnect Partner provide Interconnect Partner with all necessary facilities including rights of access to the Point of Connection in order that Interconnect partner may ensure that H3G is complying with its obligations under Clause 9.1 provided always that Interconnect Partner shall not in so doing do anything which may inhibit or interfere with the proper and normal operation of the H3G System.

#### 10. **SAFETY**

10.1 Interconnect Partner and H3G shall take all necessary and prudent steps to ensure that the implementation of this Agreement will not endanger the health or safety of all persons including each other's employees, agents, subcontractors and customers and in this respect each Party shall be responsible for the safe operation of the equipment within its System on its side of the Point of Connection between the Interconnect Partner System and the H3G System.

11. **OPERATIONAL LIAISON**

- 11.1 The Parties hereto shall consult together from time to time in connection with the operation of this Agreement and endeavour to resolve any problems (including but not limited to issues relating to quality of service, fraud or malicious calling or other criminal activities) arising from such consultation or otherwise encountered in relation to this Agreement. The Operations and Maintenance Procedures are set out in Schedule 2.
- 11.2 In the event of any fault in the Interconnection, the Party within whose system such fault arises shall use all reasonable endeavours to ensure restoration of the Interconnection in accordance with the targets and other procedures set out in Schedule 2.
- 11.3 The provisions of Schedule 2 are not intended to give rise to any legally binding obligations upon either party.

12. **COMPLIANCE**

- 12.1 Each Party undertakes that it will comply with all relevant laws and regulations, including the provisions of its General Authorisation.
- 12.2 Each Party undertakes that it will comply with all relevant rules and regulations lawfully imposed by any third party which might affect the provision or operation of each Party's System. Each Party should use all reasonable endeavours during the term of the Agreement to maintain at all times (or where relevant obtain) any and all third party authorisations, consents and licences required to maintain this Agreement in full force and effect.
- 12.3 In performing any of its obligations under this Agreement, the duty of each Party is (subject as expressly stated in any Schedule and incorporated to such contrary effect in the Agreement), to exercise all the reasonable care and skill of a competent communications provider.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Subject to the provisions of Clause 13.2 trademarks, inventions, patents, copyrights, registered designs and other intellectual property ("the intellectual property") shall remain in the ownership of the Party originating or which has acquired the same and nothing herein shall confer or be deemed to confer on either Party any rights in or licence to use the intellectual property of the other Party.
- 13.2 Where the intellectual property is developed in connection with performance of this Agreement then in the absence of any other agreement between the Parties of the ownership of the intellectual property shall remain in the Party who developed the same PROVIDED that in consideration of this Agreement, the other Party shall have a licence at no cost to use the intellectual property for the purposes of implementation of this Agreement.

14. **FORCE MAJEURE**

- 14.1 Subject to Clause 14.2, neither Party to this Agreement shall be liable for any breach of this Agreement caused by force majeure which expression shall mean Act of God, insurrection or civil disorder, war or military operations, act of terrorism, national or

local emergency, acts or omissions of Government, highway authority, fire, lightning, explosion or subsidence.

- 14.2 The Party affected by force majeure shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations and shall use reasonable endeavours to both mitigate such inability to perform its obligations and to resume performance of its obligations as soon as reasonably possible. A Party is not entitled to rely on this Clause 14 to the extent that it fails to take all reasonable steps to mitigate and minimise the period of the delay.
- 14.3 Upon the cessation of the delay or failure resulting from force majeure the Party affected by force majeure shall promptly notify the other of such cessation.
- 14.4 If, as a result of a force majeure, the Party affected by force majeure is unable to perform some but not all of its obligations under this Agreement, that Party will nevertheless remain liable for the performance of those obligations not affected by the force majeure.
- 14.5 If, following one (1) month from the date of notification under clause 14.2, the event of force majeure persists, the unaffected Party may forthwith terminate this Agreement by service of not less than thirty (30) days notice in writing to the other PROVIDED THAT such notice shall be deemed not to have been given in the event that notice of cessation of the force majeure event given pursuant to clause 14.3 is received by the unaffected Party prior to the expiry of the notice to terminate as aforesaid.

15. **LIABILITY**

- 15.1 Nothing in this Agreement shall exclude or limit any person's liability for (a) fraudulent misrepresentation; (b) death or personal injury caused by its negligence; or (c) any other liability which it is not lawfully permitted to exclude or limit.
- 15.2 Interconnect Partner shall not be liable to H3G for claims, proceedings or actions brought or made against H3G by a user of telecommunications equipment which is connected to the H3G System nor shall H3G be liable to Interconnect Partner for claims, proceedings or actions brought or made against Interconnect Partner by a user of telecommunications equipment which is connected to the Interconnect Partner System. The provisions of this Clause 15.2 shall apply notwithstanding that such claims, proceedings, or actions arise from the actions or omissions of Interconnect Partner or H3G respectively.
- 15.3 Either Party's liability for direct physical damage to the other's tangible real property resulting from negligence shall not exceed one million euro (€1,000,000) in respect of any one event or series of connected events.
- 15.4 Subject always to:

15.4.1 Clause 15.1; and

15.4.2 Clause 15.3;

with the exception of charges payable under this agreement, the total aggregate liability of each Party to the other for all damages, losses and expenses which are recoverable at

law arising in contract, tort (including negligence or breach of statutory duty) or otherwise arising by or from a breach of this Agreement, shall be limited to one million euro (€1,000,000) for any one incident or series of events arising from a single incident and to two million euro (€2,000,000) for any series of incidents related or unrelated in any period of 12 months.

- 15.5 Neither Party's shall be liable to the other for loss of income, actual or anticipated profits, business, revenues, contracts, goodwill, reputation, missed opportunities or anticipated savings whether incurred directly or indirectly, or for any indirect or consequential damage whatsoever whether in contract, tort or otherwise (including negligence or breach of statutory duty).
- 15.6 Each provision of this clause limiting or excluding liability operates separately and survives independently of the others.
- 15.7 Except as expressly stated in this Agreement, all warranties, conditions and other terms, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

16. **CONFIDENTIALITY**

- 16.1 Each Party shall keep and procure that their Associated Companies keep secret and confidential all Confidential Information disclosed to them and shall not disclose the same (except to its employees, consultants, subcontractors, agents, professional advisers or insurers and in the case of H3G to H3G Associated Companies, and in the case of Interconnect Partner to Interconnect Partner Associated Companies, (and in each case) to their employees, consultants, subcontractors, agents, professional advisers or insurers and to any of its shareholders or financiers or potential shareholders or financiers (the "**Authorised Recipients**")) save with the prior written consent of the person whose Confidential Information is being disclosed. Disclosure to any Authorised Recipient shall be subject to the Authorised Recipient agreeing to be bound by obligations equivalent to those set out in this Clause 16. The person disclosing Confidential Information to an Authorised Recipient shall procure that such Authorised Recipient complies with such obligations.
- 16.2 The obligations of confidentiality in this Clause 16 shall not apply to any matter which either H3G or Interconnect Partner can show:
  - 16.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
  - 16.2.2 was in its written records prior to the disclosure to it of the Confidential Information; or
  - 16.2.3 was independently disclosed to it by a third party entitled to disclose the same.
- 16.3 The obligations of confidentiality in this Clause 16 shall not prevent either H3G or Interconnect Partner from disclosing such Confidential Information where it is required to do so under any applicable law, or by order of a court or governmental body of



authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority or by the rules of any recognised stock exchange.

- 16.4 Each of H3G and Interconnect Partner shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the Confidential Information of the other in its possession and to prevent unauthorised access thereto or use thereof. Neither party shall use Confidential Information received from the other, nor reproduce such Confidential Information, in whole or in part in any form except as may be permitted under this Agreement.
- 16.5 Without prejudice to Clauses 16.4 each Party may only process any “personal data”, as defined in section 1(1) of the Data Protection Act 1988 or any law with similar or equivalent subject matter in any country which has jurisdiction in relation to the subject matter of this Agreement or any data to be processed under it (such legislation together with the Data Protection Act 1998 and the Data Protection (Amendment) Act 2003, “**Data Protection Legislation**”) contained in the Confidential Information of the other Party, in accordance with the instructions of the other Party and shall comply with all of its obligations under any relevant Data Protection Legislation and any obligations which the other Party is obliged by law, to impose upon the host Party, including in particular, the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 16.6 Nothing in this Agreement shall confer any right, title, interest or licence on either Party in relation to any Confidential Information of the other Party.
- 16.7 Neither H3G nor Interconnect Partner shall make any press announcements or otherwise publicise the existence or provisions of this Agreement without the prior written consent of the other as to the form and content of such announcement, save as and to the extent required by the rules of any relevant stock exchange.
- 16.8 The provisions of this Clause 16 shall apply throughout this Agreement and for a further period of three years from the date of termination of this Agreement.

## 17. **DISPUTE RESOLUTION**

- 17.1 It is the intention of H3G and Interconnect Partner to settle amicably all disagreements and differences of opinion on matters of procedure and management arising out of this Agreement by conference and negotiations, and that the following procedure shall be followed prior to the serving of a claim form, or in relation to any matter of dispute between H3G and Interconnect Partner concerning matters of procedure and management other than billing disputes which are covered under clauses 5.11 – 5.13. In the event that H3G and Interconnect Partner are unable to resolve any disagreement or difference of opinion arising out of this Agreement H3G and Interconnect Partner agree to dispose of the matter thus:

- 17.1.1 the Interconnection Managers of H3G and Interconnect Partner shall meet to attempt resolution. The name of each Party’s Interconnection Manager shall be as notified from time to time by each party to the other. For the purposes of this Clause 17, no change to an Interconnection Manager shall

be effective until it has been notified to the other Party. Should they not meet and resolve the matter within twenty (20) Working Days of the time at which either of the Interconnect Managers convenes a meeting to resolve the matter, then

17.1.2 the matter promptly shall be referred for resolution to the Head of Interconnect of H3G and a person of equivalent standing of Interconnect partner. If they are not able to resolve the matter within fifteen (15) Working Days of the referral under this Clause 17.1.2, then

17.1.3 the matter shall be promptly referred for resolution to the Regulatory Director of H3G and a person of equivalent standing nominated by Interconnect Partner. If they are not able to resolve the matter within ten (10) Working Days of the referral under this Clause 17.1.3, then

17.1.4 H3G and Interconnect Partner shall consider whether or not it would be suitable to refer the matter in dispute to an expert appointed by them or at any time to enter into an alternative dispute resolution procedure with the assistance of a mediator appointed by them or, in default of agreement, by the then President of the Law Society of Ireland.

17.1.5 If H3G and Interconnect Partner have not resolved the dispute or referred the matter as contemplated by Clause 17.1.3 within fifteen (15) Working Days of expiry of the period set out in Clause 17.1.3, then the dispute resolution process shall be deemed to have been exhausted in respect of the matter in dispute, and each of H3G and Interconnect Partner shall be free to pursue the remedies available to them under this Agreement.

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

17.3 Nothing herein shall prevent a Party from:

17.3.1 seeking (including obtaining or implementing) interlocutory or other immediate relief;

17.3.2 referring any matter to ComReg in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for resolution of a dispute.

## 18. **NO PARTNERSHIP**

18.1 Each of H3G and Interconnect Partner are independent contractors. Nothing in this Agreement shall render H3G or Interconnect Partner an agent of the other.

## 19. **WAIVERS**

19.1 Failure by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of any such provision or in any way affect the validity of this Agreement or any part hereof.

20. **ASSIGNMENT**

- 20.1 This Agreement is personal to the Parties hereto and neither Party shall assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder without the prior consent in writing of the other Party which shall not be unreasonably withheld or delayed (except in the case of assignment of respective rights, including partial assignment of respective rights under this agreement, is to an Associated Undertaking of either H3G or Interconnect Partner or to any third party who has acquired the whole or a substantial part of the assets of either Party, in which case no consent shall be required).
- 20.2 Subject to Clause 20.1 above, if a Party gives its consent in writing to an assignment by the other Party, then it shall be a condition precedent of such consent that the assignee is licensed to run the System of the assigning Party and the assigning Party shall procure that the assignee enters into a novation agreement with the other Party and the assigning Party whereby the assignee agrees to observe and perform the terms and conditions of this Agreement referable to the assigning Party and the other Party may require the assigning Party to guarantee the performance by the assignee of such terms and conditions.
- 20.3 Nothing in the Agreement shall prevent either H3G or Interconnect Partner from appointing sub-contractors to perform work in connection with its obligations under this Agreement, provided that the party appointing the sub-contractors will remain fully responsible for the acts and omissions of such sub-contractors as if they were its own.

21. **COMMENCEMENT DURATION AND TERMINATION**

- 21.1 This Agreement shall come into force on the date hereof and, without prejudice to the provisions for earlier termination contained in this Agreement, it shall remain in force for an initial period of one (1) year ("Term") and shall continue thereafter until terminated by either Party upon at least six (6) months' written notice to the other Party given to expire on or at any time after the expiry of the Term.
- 21.2 Without prejudice to the provisions of Clause 21.4, this Agreement shall terminate upon:
- 21.2.1 the expiry, earlier revocation or other termination of the H3G Authorisation without there being a replacement or other authorisation to H3G to provide the H3G System;
  - 21.2.2 the expiry, earlier revocation or other termination of the Interconnect Partner Authorisation without there being a replacement or other authorisation to Interconnect Partner to provide the Interconnect Partner System.
- 21.3 The operation of this Agreement and all interconnections and/or services or any part of any of them provided under or pursuant to this Agreement may be suspended forthwith by either Party in the event that and for so long as the other Party shall be in material breach of this Agreement (including non-payment of any sums due there under) and shall have failed to remedy such breach within 30 days after receipt of a notice specifying the breach and requiring it to be remedied provided that in case of emergency such suspension may be implemented without prior notice but, in any case, such suspension

shall only apply to those services provided under this Agreement which are affected by the emergency.

21.4 This Agreement may be terminated forthwith by either Party:-

21.4.1 upon the expiration of 60 days written notice given by either Party to the other at any time following the suspension in accordance with and pursuant to Clause 21.3 provided that the other remains in material breach of this Agreement upon such expiry; or

21.4.2 by notice in writing to the other if a resolution or petition to wind up the other Party is passed or presented (otherwise than for the purposes or reconstruction or amalgamation), or a receiver of any of the other Party's assets or undertaking is appointed or if the other Party becomes unable to pay its debts within the meaning of Section 214 of the Companies Act 1963 or other circumstances arise which entitle the Court or a creditor to appoint a receiver, examiner or administrator or to make a winding-up order in respect of the other Party; or

21.4.3 pursuant to Clause 14.5 above.

21.5 H3G may terminate this Agreement with immediate effect by providing notice to Interconnect Partner in writing in the event that the Interconnect Partner acts or omits to act in a manner calculated or likely to bring H3G or any Associated Undertaking of H3G into disrepute.

21.6 Upon the termination or expiry of this Agreement each Party shall be entitled after reasonable prior notice in writing to the other Party to enter the premises of the other Party for the purposes of carrying out any necessary disconnection works and repossessing any plant equipment or apparatus belonging to the Party or a third party installed by or for that Party provided that the Party seeking to enter the premises shall give the other reasonable notice requesting that the other Party carry out disconnection and return any such plant equipment and apparatus and shall only enter the premises if that other Party shall have failed to do so. The Party on whose premises such equipment or apparatus was installed shall compensate the other for any such plant equipment apparatus or things belonging to the other or such third Party which are not delivered up in good condition (fair wear and tear excepted) and the Party carrying out such disconnection works shall indemnify the other in respect of any damage thereby caused to the premises fixtures and fittings of such Party. Neither Party shall be responsible for any damage to plant equipment or apparatus belonging to the other or such third party which has been caused by any failure by the other or such third party to perform necessary and timely maintenance.

21.7 Termination or expiry of this Agreement shall not:-

21.7.1 operate as a waiver of any breach by a Party hereto of any of the provisions hereof and shall be without prejudice to any rights liabilities or obligations of either Party which have accrued up to the date of such termination or expiry;

- 21.7.2 affect the coming into force or the continuation in force of any provision hereof which is expressly or by implication intended to come into force on or after such termination or expiry.

22. **WAYLEAVES**

- 22.1 Each Party shall, where it is reasonably able to do so, grant to or procure for the other Party or such person as the other Party reasonably directs such wayleaves over land owned or occupied by it at each H3G Switch Connection or Interconnect Partner Switch Connection (as the case may be), as may reasonably be necessary to enable the other Party to provide an Interconnection Circuit to each H3G Switch Connection or Interconnect Partner Switch Connection (as the case may be), in accordance with this Agreement.

23. **WORKS**

- 23.1 All equipment provided by either Party in connection with this Agreement shall remain the property of that Party and shall form part of that Party's System.
- 23.2 Neither Party shall, and shall procure that none of its employees or agents shall interfere with the equipment of the other Party.
- 23.3 If either Party wishes to enter and carry out connection, disconnection or maintenance works (either itself or by means of agents or subcontractors) on the premises of the other Party, the Party wishing to carry out the works shall notify the other Party and obtain the written consent of the other Party for the carrying out of such works prior to entering into the premises and commencing any such work. Such consent shall not be unreasonably withheld or delayed. Where either Party enters the premises of the other Party for the purpose of carrying out any such works:-
- 23.3.1 it shall comply with the requirements of Schedule 2;
  - 23.3.2 it shall indemnify the other Party in respect of any loss or damage thereby caused; and
  - 23.3.3 it shall observe the reasonable requirements of the other Party in respect of health and safety whilst at the premises.

24. **REVIEW**

- 24.1 A party may seek to amend this Agreement by serving on the other a Review Notice ("Review Notice") if:
- 24.1.1 either party's General Authorisation is materially modified (whether by amendment or replacement) in a manner which is significant for the purposes of this Agreement; or
  - 24.1.2 a material change significant for the purposes of this Agreement occurs in the law, regulations or codes of practice (whether or not having the force of law) governing communications in Ireland; or
  - 24.1.3 a material change (including without limitation an enforcement action by any regulatory authority or changes in the technology or processes used

by either party in its System) occurs which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or

24.1.4 this Agreement makes express provision for a review or the parties agree in writing that there should be a review; or

24.2 The Review Notice shall set out in reasonable detail the parts of the Agreement that the party is seeking to review, and/or the changes that the party proposes should be made.

24.3 A party may initiate a general review of this Agreement by serving a Review Notice during the period of one (1) month commencing on the first anniversary of this Agreement and during the period of one (1) month commencing on every subsequent anniversary.

24.4 On service of a Review Notice the parties shall forthwith negotiate in good faith with a view to agreeing relevant amendments to this Agreement.

24.5 For the avoidance of doubt, the parties agree that notwithstanding service of a Review Notice, this Agreement shall remain in full force and effect.

24.6 The parties shall work together in good faith to modify or replace this Agreement in accordance with any order, direction, determination or consent of ComReg unless such order, direction, determination or consent is subject to a legal challenge. In event of such a legal challenge, the parties shall enter into an agreement to modify or replace this Agreement insofar as such a legal challenge confirms the validity of the order, direction, determination or consent of ComReg, or otherwise in accordance with the outcome or conclusion of that legal challenge.

## 25. SEVERABILITY

25.1 The validity or enforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement.

## 26. GOVERNING LAW

26.1 This Agreement and all matters relating to it shall be governed by the laws of Ireland. Both Parties submit to the non-exclusive jurisdiction of the courts of Ireland.

## 27. NOTICES

27.1 Any notice or other communications required to be given for the purposes of this Agreement shall be in writing and sent by registered post to the address of the recipient set out below or to such other address as shall for the purpose be notified in writing by the recipient or shall be delivered by hand or by courier or sent by facsimile transmission to the number set out below:

Any notice sent for the purposes of this Agreement shall, if addressed to H3G be sent to:

The General Counsel  
Hutchison 3G Ireland Limited  
3rd Floor  
1 Clarendon Row  
Dublin 2

With copies sent to:  
Interconnect and Roaming Manager  
Hutchison 3G Ireland Limited  
3rd Floor  
1 Clarendon Row  
Dublin 2

and if addressed to Interconnect Partner, be sent to:

[Name  
Address]

or such other address and/or facsimile number in Ireland as may be notified in writing by either Party to the other.

27.2 Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered on the third day following its despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice by facsimile shall be deemed to have been delivered immediately on despatch provided that the sender of the facsimile obtains a facsimile journal report showing proper transmission, and provided that a copy of the notice is also sent to the intended recipient by another means specified in this Clause. Any notice sent by hand delivery shall be deemed to have been delivered immediately upon receipt by the recipient and any notice sent by courier shall be deemed to have been delivered on the next Working Day if sent by a reputable overnight express mail service with a reliable tracking system.

28. **PRECEDENCE**

28.1 In the event of any inconsistency between the provisions of this Agreement and the Schedules and/or the Appendices, the provisions of this Agreement shall prevail over the Schedules and the Appendices and the provision of the Schedules shall prevail over the Appendices.

29. **ENTIRE AGREEMENT**

29.1 This Agreement sets out the entire agreement between H3G and the Interconnect Partner with respect to the subject matter in it.

29.2 Neither H3G nor Interconnect Partner has relied or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking which is not set out in this Agreement.

29.3 Liability for fraudulent misrepresentation is not excluded.

30. **VARIATION**

30.1 Except where otherwise expressly provided for in this Agreement, no amendment, variation or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by a duly authorised representatives of each of the Parties.

**AS WITNESS** this Agreement has been signed by the duly authorised representatives of the Parties on the date first above written.

Signed by )  
a duly authorised )  
representative on behalf of )  
**HUTCHISON 3G IRELAND Limited** )

Signed by )  
a duly authorised )  
representative on behalf of )  
**HUTCHISON 3G IRELAND Limited** )

Signed by )  
a duly authorised )  
representative on behalf of )  
**INTERCONNECT PARTNER** )

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## DEFINITIONS

“Act”	means the Communications Act 2002 (No. 20 of 2002) as amended from time to time;
“Agreement”	means this agreement and all Schedules and Appendices hereto;
“Ancillary Service”	means: <ul style="list-style-type: none"><li>(a) a service which does not solely comprise the conveyance of Calls; or</li><li>(b) a Call (not including a reverse charge call) where the Calling Party is not required to pay all of the charges associated with that Call; or</li><li>(c) a Call where the Calling Party is charged at a rate which includes an element over and above the charge for the conveyance of that Call;</li></ul>
“Associated Undertaking”	means any undertaking which from time to time is a subsidiary undertaking of the Party in question or is the parent undertaking of such Party or a subsidiary undertaking of any such parent undertaking and for the purposes of this definition “subsidiary undertaking” and “parent undertaking” shall have the meanings respectively given to them by Regulations 4 and 3 of the European Communities (Companies : Group Accounts) Regulations 1992;
“Authorisation Regulations”	the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 (S.I. No. 306 of 2003);
“Authorised Operator”	means a person authorised to provide an Electronic Communications Network or Service under a General Authorisation;
“Busy Hour”	means the continuous one hour period lying wholly in the interval concerned for which the traffic or number of Call attempts is the greatest.
“Call”	means a transmission path through a System for the sending of signals and the conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party’s System and the conveyance by that Party of signal over such transmission path;

“Calling Party”	means a person who (or a device which) initiates a Call;
“Capacity”	means the circuit capacity to be made available from time to time at the Points of Connection.
“CLI” or “Calling Line Identification”	CLI is the presentation of the Telephone Number of a calling party to the called party prior to the call being established (unless the calling party has withheld their number).
“ComReg”	means the Commission for Communications Regulation or any successor or replacement appointed to perform the functions of the Commission for Communications Regulation;
“Confidential Information”	means the terms of this Agreement, and secret or confidential commercial, financial, marketing or technical information, know-how, trade secrets and other information relating to either H3G or Interconnect Partner or their Associated Companies, in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part of this information;
“Customer”	means a person (excluding communications operators authorised under the Act) having a contractual relationship with a party or (as the context requires) with a third party for the provision of communications services which are to be provided in part or in whole by means of that party's System
“Default Interest Rate”	means four percent (4%) per annum above the three (3) month EURIBOR rate as on the Due Date
“Electronic Communications Network”	means transmission systems and, where applicable, switching or routing equipment and other resources which permit the conveyance of signals by wire, by radio, by optical or by other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including Internet) and mobile terrestrial networks, electricity cable systems, to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks, irrespective of the type of information conveyed as defined by Regulation 2(1) of the Framework Regulations;
“Electronic Communications Service”	means a service normally provided for remuneration which consists wholly or mainly in the conveyance of signals on electronic communications networks, including telecommunications services and transmission services in

networks used for broadcasting, but excludes —

(a) a service providing, or exercising editorial control over, content transmitted using electronic communications networks and services, and

(b) an information society service, as defined in Article 1 of Directive 98/34/EC, which does not consist wholly or mainly in the conveyance of signals on electronic communications networks

as defined by Regulation 2(1) of the Framework Regulations;

“Framework Regulations”	means the European Communities (Electronic Communications Networks and Services)(Framework) Regulations 2003 (S.I. No. 307 of 2003);
“General Authorisation”	means an authorisation for an undertaking to provide an electronic communications network or service under and in accordance with Regulation 4 of the Authorisation Regulations as defined by Regulation 2(2) of the Authorisation Regulations;
“H3G Authorisation”	means H3G’s General Authorisation;
“H3G Call Conveyance Service”	Means those call conveyance services described in Schedule 4, Part 1 of this Agreement from time to time;
“H3G Interconnection Service”	Means the interconnection service described in Schedule 3, Part 1 of this Agreement from time to time;
“H3G System”	means an Electronic Communication Network provided by H3G from time to time the provision of which is authorised by the H3G Authorisation;
“H3G Switch Connection”	means an H3G switch at which Calls handed over to the H3G System are initially switched;
“Interconnection”	means the interconnection of the H3G System and the Interconnect Partner System as described in Schedule 3 from time to time;
“Interconnection Circuit”	means a telecommunications circuit necessary to establish one or more transmission paths connecting an H3G Switch Connection and a Interconnect Partner Switch Connection through a Point of Connection;
“Interconnection Circuit Capacity”	means the circuit capacity of an Interconnection Circuit;

“National Porting Database”	means the database owned and operated by the mobile network operators in the Republic of Ireland to facilitate mobile number portability (and related matters such as accurate call routing etc)
“Numbering Conventions”	means ComReg Document 05/62, National Numbering Conventions V5 as may be amended from time to time;
“Interconnect Partner Authorisation”	means Interconnect Partner’s General Authorisation;
“Interconnect Partner Call Conveyance Service”	Means those call conveyance services described in Schedule 4, Part 2 of this Agreement from time to time;
“Interconnect Partner Interconnection Service”	Means the interconnection service described in Schedule 3, Part 2 of this Agreement from time to time;
“Interconnect Partner Switch Connection”	means a Interconnect Partner switch at which Calls handed over to the Interconnect Partner System are initially switched.
“Interconnect Partner System”	means an Electronic Communications Network provided by Interconnect Partner from time to time the provision of which is authorised by the Interconnect Partner Authorisation;
“Point of Connection”	means any point at which to the H3G System and the Interconnect Partner System are connected in accordance with Clause 2 and Schedule 3 of this Agreement;
“Port Capacity”	means the capacity to be made available by H3G from time to time at a Switch Connection;
“Regulations”	means the European Communities (Electronic Communications Networks and Services)(Framework) Regulations 2003 (S.I. No. 307 of 2003), European Communities (Electronic Communications Networks and Services)(Access) Regulations 2003 (S.I. No. 305 of 2003), the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 (S.I. No. 306 of 2003), European Communities (Electronic Communications Networks and Services)(Universal Service and End User Rights) Regulations 2003 (S.I. No. 308 of 2003)
“Signalling Protocol”	means the technical procedures and methods by which calls are set up, maintained and cleared down;
“Switch Connection”	means an H3G Switch Connection or a Interconnect Partner Switch Connection.
“System”	means the H3G System or the Interconnect Partner System as the context so admits or requires and “Systems” means both the H3G System and the Interconnect Partner System;

“System Alteration” means a change to a Party’s System requiring a change to be made to the other Party’s system to allow the continuance of the provision of the Services pursuant to this Agreement.

"Working Day" any day (excluding a Saturday or a Sunday) when banks in Dublin are open for business.

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**SCHEDULE 2**

**OPERATIONAL AND MAINTENANCE PROCEDURES**



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## SCHEDULE 3

### PART 1

#### H3G INTERCONNECTION SERVICE

**1. PROVISION OF H3G INTERCONNECTION SERVICE**

1.1 H3G and Interconnect Partner shall each connect and keep connected the Systems subject to the terms and conditions set out in this Agreement for the purpose of enabling the provision by H3G to Interconnect Partner of the Call Conveyance Services described in Schedule 4 Part 1.

1.2 The following matters shall be subject to the agreement of both Parties:-

1.2.1 the initial number of Points of Connection and the establishment from time to time of any additional Points of Connection;

1.2.2 the location of each Point of Connection (and the corresponding H3G Switch Connection and Interconnect Partner Switch Connection).

In any event, each Party shall ensure that the Interconnection at each Point of Connection shall be established in accordance with the provisions of Schedule 7.

1.3 Before any Calls are conveyed via the Interconnection, the Parties shall agree which of those tests of the Interconnection described in Schedule 6 and whether any other tests, as mutually agreed between the Parties, shall be applicable to the Interconnection. Once such tests have been agreed the Parties shall carry them out in accordance with Schedule 7 or such other relevant document as agreed between the Parties. When it is agreed that such testing has been completed to the mutual satisfaction of both Parties and subject thereto, Calls may be conveyed via the Interconnection subject to the terms and conditions of this Agreement. H3G shall have no obligation to convey Calls until such testing has been completed to the mutual satisfaction of both Parties.

1.4 Notwithstanding anything in this Schedule 3, Part 1, each party will use all reasonable endeavours to ensure that each of the Points of Connection agreed between the Parties pursuant to Paragraph 1.2 above, are established and available for operational service on or before [*insert date*].

1.5 Interconnection of the Systems shall be in accordance with the interface specifications, operational procedures and requirements set out in Schedule 6 and (without prejudice to the generality of the foregoing) the operational procedures set out in Schedule 2 to this Agreement.

1.6 Interconnect Partner shall be responsible for procuring and paying for all charges for any Interconnection Circuits which are required hereunder to convey Calls from the Interconnect Partner System to the H3G System. Interconnect Partner shall ensure that all such Interconnection Circuits comply with the requirements for Interconnection Circuits set out in Schedule 6. The initial Capacity of such Interconnection Circuits shall be subject to the mutual agreement of the Parties.



- 1.7 Neither Party shall make or permit to be made any alterations or adjustments or addition to the Interconnection or to any plant equipment or apparatus of the other Party used in connection therewith in such a way as materially to impair the operation of the System of the other Party or otherwise materially to affect the conveyance of signals by means of the Interconnection.
- 1.8 Each Party shall afford to the other the reasonable opportunity from time to time (after reasonable advance notice) for verifying that the other Party is complying with the standards and operational procedures contained in this Agreement provided that such verification shall not interfere with the communications services provided by the other Party.
2. **CHARGES FOR THE INTERCONNECTION SERVICE**
- 2.1 Each Party will pay its own costs incurred in establishing and maintaining the Interconnection.
3. **PORT CAPACITY**
- 3.1 H3G shall provide Port Capacity to Interconnect Partner at the H3G Switch Connection. The Port Capacity to be made available at each H3G Switch Connection (and any changes to any such Port Capacity) shall be subject to the mutual agreement of the Parties.
- 3.2 Interconnect Partner shall pay to H3G, H3G's charges for Port Capacity provided by H3G hereunder, at the rates set out in Schedule 5.

## SCHEDULE 3

### PART 2

#### INTERCONNECT PARTNER INTERCONNECTION SERVICE

4. **PROVISION OF INTERCONNECT PARTNER INTERCONNECTION SERVICE**
- 4.1 H3G and Interconnect Partner shall each connect and keep connected the Systems subject to the terms and conditions set out in this Agreement for the purpose of enabling the provision by Interconnect Partner to H3G of the Call Conveyance Services described in Schedule 4 Part 2.
- 4.2 The following matters shall be subject to the agreement of both Parties:-
- 4.2.1 the initial number of Points of Connection and the establishment from time to time of any additional Points of Connection;
  - 4.2.2 the location of each Point of Connection (and the corresponding H3G Switch Connection and Interconnect Partner Switch Connection).
- In any event, each Party shall ensure that the Interconnection at each Point of Connection shall be established in accordance with the provisions of Schedule 5.
- 4.3 Before any Calls are conveyed via the Interconnection, the Parties shall agree which of those tests of the Interconnection described in Schedule 6 and whether any other tests, as mutually agreed between the Parties, shall be applicable to the Interconnection. Once such tests have been agreed the Parties shall carry them out in accordance with Schedule 7 or such other relevant document as agreed between the Parties. When it is agreed that such testing has been completed to the mutual satisfaction of both Parties and subject thereto, Calls may be conveyed via the Interconnection subject to the terms and conditions of this Agreement. H3G shall have no obligation to convey Calls until such testing has been completed to the mutual satisfaction of both Parties.
- 4.4 Notwithstanding anything in this Schedule 3, Part 1, each party will use all reasonable endeavours to ensure that each of the Points of Connection agreed between the Parties pursuant to Paragraph 1.2 above, are established and available for operational service on or before [*insert date*].
- 4.5 Interconnection of the Systems shall be in accordance with the interface specifications, operational procedures and requirements set out in Schedule 6 and (without prejudice to the generality of the foregoing) the operational procedures set out in Schedule 2 to this Agreement.
- 4.6 H3G shall be responsible for procuring and paying for all charges for any Interconnection Circuits which are required hereunder to convey Calls from the H3G System to the Interconnect Partner System. H3G shall ensure that all such Interconnection Circuits comply with the requirements for Interconnection Circuits set out in Schedule 6. The initial Capacity of such Interconnection Circuits shall be subject to the mutual agreement of the Parties.

- 1.7 Neither Party shall make or permit to be made any alterations or adjustments or addition to the Interconnection or to any plant equipment or apparatus of the other Party used in connection therewith in such a way as materially to impair the operation of the System of the other Party or otherwise materially to affect the conveyance of signals by means of the Interconnection.
- 1.8 Each Party shall afford to the other the reasonable opportunity from time to time (after reasonable advance notice) for verifying that the other Party is complying with the standards and operational procedures contained in this Agreement provided that such verification shall not interfere with the communications services provided by the other Party.
5. **CHARGES FOR THE INTERCONNECTION SERVICE**
- 5.1 Each Party will pay its own costs incurred in establishing and maintaining the Interconnection.
6. **PORT CAPACITY**
- 6.1 Interconnect Partner shall provide Port Capacity to H3G at the Interconnect Partner Switch Connection. The Port Capacity to be made available at each Interconnect Partner Switch Connection (and any changes to any such Port Capacity) shall be subject to the mutual agreement of the Parties.
- 6.2 H3G shall pay to Interconnect Partner, Interconnect Partner's charges for Port Capacity provided by Interconnect Partner hereunder, at the rates set out in Schedule 5.

## SCHEDULE 4

### PART 1 – H3G CALL CONVEYANCE SERVICES

#### Part a – Mobile Voice Call Termination on H3G

A Call comprising the minimum service features necessary to support a circuit switched speech path through the H3G System handed over from the Interconnect Partner System to the H3G System destined for a telephone number in any of the “Mobile Number Ranges” specified in Part d.

#### Part d – Number Ranges

##### Mobile Number Ranges

<b>Access Code</b>	<b>Start Range</b>	<b>End Range</b>
83	0	99999
83	3000000	3099999
83	3100000	3199999
83	3300000	3399999
83	3400000	3499999
83	3500000	3599999
83	3600000	3699999
83	3700000	3799999
83	3800000	3899999
83	3900000	3999999
83	50000000	50099999
83	53000000	53099999
83	53100000	53199999
83	53300000	53399999
83	53400000	53499999
83	53500000	53599999
83	53600000	53699999
83	53700000	53799999
83	53800000	53899999
83	53900000	53999999



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## SCHEDULE 4

### PART 2 – INTERCONNECT PARTNER CALL CONVEYANCE SERVICES

Part a –Voice Call Termination on Interconnect Partner

A Call comprising the minimum service features necessary to support a circuit switched speech path through the Interconnect Partner System handed over from the H3G System to the Interconnect Partner System destined for a telephone number in any of the “Number Ranges” specified in Part d.

Part d – Number Ranges

Number Ranges

<b>Access Code</b>	<b>Start Range</b>	<b>End Range</b>

## SCHEDULE 5

### PART 1 - H3G CHARGES

#### **H3G Call Conveyance Service**

- Mobile Voice termination on H3G (cent per minute)

Daytime	Evening	Weekend

Times of Day:-

Daytime: period of time between 8:00am 6:00pm Monday to Friday

Weekend: period of time between 00:00 Saturday and 00:00 Sunday

Evening: all other times

#### **H3G Interconnection Service**

- Charges for Port Capacity

Per switch port:

Installation	
Rental (pa)	

\* Installation charges are one-off charges payable upon installation

\* Rental charges shall be invoiced annually in advance on the date of installation and each anniversary thereafter.

\* Port Capacity will be rented for a minimum period of one year. On expiry of the minimum period, Interconnect Partner may continue the Port Capacity for subsequent periods of one year on payment of the rental charge.

In addition to the charges specified in this Schedule 5 Part 1, Interconnect Partner will pay such other charges as are specified in Schedule 3, Part I.

## SCHEDULE 5

### PART 2 – INTERCONNECT PARTNER CHARGES

#### **Interconnect Partner Call Conveyance Service**

- Voice termination on Interconnect Partner (cent per minute)

Daytime	Evening	Weekend

Times of Day:-

Daytime: period of time between 8:00am 6:00pm Monday to Friday

Weekend: period of time between 00:00 Saturday and 00:00 Sunday

Evening: all other times

#### **Interconnect Partner Interconnection Service**

- Charges for Port Capacity

Per switch port:

Installation	
Rental (pa)	

\* Installation charges are one-off charges payable upon installation

\* Rental charges shall be invoiced annually in advance on the date of installation and each anniversary thereafter.

\* Port Capacity will be rented for a minimum period of one year. On expiry of the minimum period, H3G may continue the Port Capacity for subsequent periods of one year on payment of the rental charge.

In addition to the charges specified in this Schedule 5 Part 2, H3G will pay such other charges as are specified in Schedule 3, Part I.



## **SCHEDULE 6 TECHNICAL STANDARDS**

### **1. SERVICES SUPPORTED OVER THE INTERCONNECTION CIRCUITS BETWEEN H3G AND INTERCONNECT PARTNER**

The following are services to be supported over the interconnect links:

- Basic telephony calls;
- Modem data calls;
- Fax calls;
- UDI /video calls;
- CLIP, CLIR & CND;
- Short message service

### **2. SIGNALLING INTERCONNECTION CIRCUITS BETWEEN H3G AND INTERCONNECT PARTNER**

Both Parties confirm that only the agreed user part and application part(s) for interconnecting Signalling System No.7 will be used over the Interconnection. No other forms of Signalling System No.7 will be used without prior mutual agreement.

In the event that there is to be a change in the functionality of the user or application part signalling in the switching equipment of either Party, approval will be required by the other Party before the changes can be implemented. The extent to which signalling will be affected must be assessed by the Party making the change. Where inter-working is to be affected, the other Party shall be notified, under the conditions laid down in Schedule 2 to this Agreement.

The signalling direct interconnect will be designed to support the circuit related (CR) signalling traffic (ISUP for call handling) and non-circuit related (NCR) (e.g. SMS, Mobility Management, CAMEL etc) in order to allow the services mentioned in section 1 over the direct interconnect links.

This section defines a sub-set of Signalling System No.7 for use on the Interconnection Circuits between the H3G System and the Interconnect Partner System.

#### **2.1 Signalling System No.7 Interconnect Message Transfer Part**

The version of MTP to be used will be as defined in ITU-T Recommendation Q.701 – 704.

#### **2.2 Interconnection User Part Signalling**

The signalling protocol between the H3G System and the Interconnect Partner System will conform to the ISUP Interface specification, ITU-T Recommendation Q.761-764 as modified according to ETSI 300 356-1 V3.2.2 for the carriage of telephony traffic.

#### **2.3 Signalling System No.7 Interconnect Signalling Connection Control Part**

The version of SCCP interface specification to be used will be as defined in ITU-T Recommendation Q.713-714.

#### 2.4 Mobile Application Part Signalling

The mobile signalling protocol between the H3G System and the Interconnect Partner System will conform to the 3GPP TS 29\_002 R'99 June '01 for the carriage of SMS traffic.

#### 2.5 Transaction Capabilities Application Part

The version of TCAP to be used across the agreed interconnect will comply with ETS 300 287 (1993) Integrated Services Digital Network (ISDN); ITU Signalling System No.7; Transaction Capabilities Application Part (TCAP) version 2.

#### 2.6 Customised Applications for Mobile Network Enhanced Logic

The version of CAMEL to be used across the agreed interconnect in order to enable services specific to H3G while roaming outside HPLMN will be CAP version 3 based on 3GPP TS 22.078 ('3<sup>rd</sup> Generation Partnership Project; Technical Specification Group Core Network (Release 1999) v4.4.0 for CAMEL phase 3).

#### 2.7 Intelligent Network Application Protocol

The version of INAP to be used across the agreed interconnect will comply to ETS 300 374-1 Intelligent Network (IN); Intelligent Network Capability Set 1 (CS1); Core Intelligent Network Application Protocol (INAP); Part 1.

#### 2.8 Signalling Point Code Assignment

The national controlling body (currently ComReg) will assign signalling point codes to both Parties. These will be exchanged on an "as required" basis.

### 3. **ROUTING PRINCIPLES OVER THE INTERCONNECT CIRCUITS BETWEEN H3G AND INTERCONNECT PARTNER**

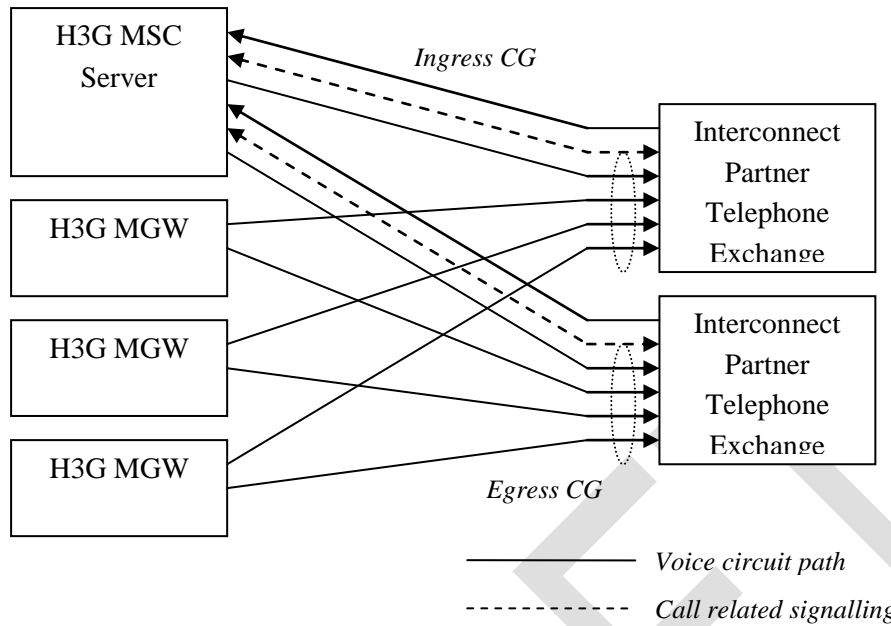
This section lays out the general routing principles for the future roll-out of Interconnect Partner interconnect with H3G.

#### 3.1 Interconnect Architecture

The Interconnection will be a resilient design to meet the required service levels. In this case to ensure that a minimum of 75% of the transmission capacity is maintained in the event of a single transmission failure, there will be four Points of Connection (refer to section 4 for the details of Point of Connections).

Interconnect Partner shall provide switch diversity to a second switch agreed between the parties.

The following diagram illustrates circuit interconnection between H3G and Interconnect Partner.



For resilience, each H3G interconnect switch ('MSC server'), where possible, will be connected to at least 2 Interconnect Partner switches.

*Note:* The routes carrying traffic from Interconnect Partner to H3G will be referred to as Ingress routes, while Egress routes will be the routes carrying traffic from H3G to Interconnect Partner.

H3G will be connecting to Interconnect Partner based on Release 4 type architecture, where the ingress part of the route together with the circuit related signalling links will be connected to the H3G's MSC Server, while the egress part of the route will be physically split across H3G's MGWs. Logically the egress part of the route will appear as a single route and therefore there is no requirement to split the egress route at the Interconnect Partner switch.

Call related signalling links will be carried in time slot 16 of a circuit, however other timeslots can be used with agreement between H3G and Interconnect Partner. Each circuit which is required to carry signalling shall also be capable of conveying calls; each circuit will contain 30 traffic channels.

The signalling load in busy hour (BH) shall not exceed 30% with capacity being increased in advance of demand.

Signalling links shall be carried in the first and second switch connections of an interconnect route and if more is needed, the following sequential switch connections (circuits) will be used.

H3G and Interconnect Partner shall operate switch connections in a uni-directional manner but switches shall be data-filled so as to be capable of operating in a bi-directional manner in the event of network management action.

Both parties will develop network traffic management strategies and procedures governing the implementation of those strategies, with the aim of maintaining customer service quality and protecting the parties' systems.

#### 3.1.1 Numbering

National Number Groups ("NNGs") for Interconnect Partner that will be sent across the Point of Connection are listed in schedule 4 part 2. Other number formats are subject to commercial agreement.

Both parties shall conform to the national and international numbering formats in place.

All digits, including the leading zero, will be passed across the interface from H3G to Interconnect Partner.

Both parties shall at all times notify the other in writing giving details of new number ranges allocated to them and amendments to existing number ranges.

#### 3.1.2 Calling Line Identity (CLI)

Calling Line Identity shall be passed between the networks in the manner defined within the CLI Guidelines. The settings controlling the presentation of CLI to a subscriber must be obeyed in all cases.

Please refer to the main agreement, Clause 7.

### 3.2 Traffic Routing Principles

Whenever there are two or more Points of Connection between Interconnect Partner and H3G, specific routing arrangements will be agreed between the Parties. The routing plan will contain data relating to first and second choice routes, and route choices under abnormal network conditions.

The area served by any Point of Connection shall be mutually agreed according to the principles agreed between the companies concerned. Subject to satisfactory commercial understanding, in the event of the loss of Interconnection Circuit(s) between H3G and Interconnect Partner, re-routing via other available interconnect routes is permissible, where technically feasible, providing that the normal traffic mix and characteristics on the other available interconnect routes are not unreasonably distorted.

The re-routing of egress traffic to Interconnect Partner under abnormal conditions shall be in accordance with predetermined arrangements, such that the circumstances under which they are invoked are agreed, but that each instance of implementation does not require prior agreement. H3G shall inform Interconnect Partner of such re-routing undertaken in the event of severance of interconnect routes. Where only a portion of a route has failed, traffic should continue to be offered to the remaining portion as a first choice and only be re-routed if no free circuits are found. In the event of the available capacity on the alternative route being insufficient to handle all the overflow traffic, then H3G must contact the other to seek agreement to route the remainder via its own network to an alternative Point of Connection.

The principle of near-end-handover will be adopted, i.e. traffic will be handed over to the Interconnect Partner network at the nearest Point of Connection to the origination of the call, within the originating network.

### 3.3 Route dimensions

Routes will be dimensioned according to the values given in Erlang B tables, providing the following grades of service, whichever requires the greater number of circuits for any particular traffic load:

The grade of service shall be .008 at 100% of the normal load, .02 at 110% of the normal load, and .05 at 120% of the normal load.

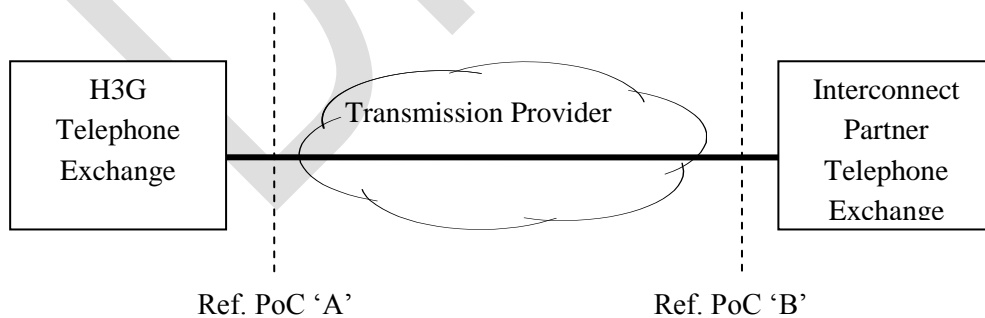
*Note:* According to the above dimensioning rule, for any expected traffic load of greater than 60 Erlang the 120% load figure will always apply.

Although egress traffic will be allowed to overflow to second choice routes when agreed, the objective should be to plan for all traffic to be handled by the first choice under forecast traffic conditions. Overflow is therefore only expected under exceptional conditions, e.g. breakdown or failure, or as a temporary expedient while awaiting capacity augmentation.

The restrictions given on traffic balancing and route sizing are designed to give a reasonable level of security under failure conditions.

## 4. TRANSPORT SPECIFICATIONS OF THE INTERCONNECTION BETWEEN H3G AND INTERCONNECT PARTNER

The following diagram illustrates the Interconnection between H3G and Interconnect Partner.



### 4.1 Transmission provider(s)

The transmission provider, method and delivery format shall be subject to commercial agreement (e.g. provided by Interconnect Partner approved 3<sup>rd</sup> party leased link provider). The requirements of the transmission provider in terms of physical interface presentation, end-to-end availability, transmission delay etc. is outside the scope of this document.

### 4.2 Transmission requirements for interconnecting framed 2048kbit/s signal

The functional characteristics of the framed 2048kbit/s signal shall comply with ITU-T Recommendations G.704, G.706 and G.775 with the following additions and clarifications;

The basic frame structure shall comply with ITU-T Recommendation G.704§2.3 with the following clarifications;

Where H3G supports CRC-4, it shall comply with ITU-T Recommendation G.706, including support for Annex B ‘Modified CRC-4 multi-frame alignment algorithm to allow automatic inter-working between equipment’s with and without a CRC-4 capability’. Where H3G does not support this option, bit 1 of the FAW/NFAW shall be ignored by the receiving equipment.

Bits 4 to 8 of the NFAW shall be ignored by the receiving equipment.

The characteristics of the frame structure to carry 64kbit/s channels shall comply with ITU-T Recommendation G.704§5.1 with the following clarifications;

The numbering of the 64kbit/s channel time slots within the framed 2048kbit/s signal shall be sequential from 0 (timeslot 0) to 31 (timeslot 31).

Each 64kbit/s channel time slots not used for signalling shall comply with ITU-T Recommendation G.711 (A-Law).

The fault conditions and consequent actions shall be as specified in ITU-T Recommendations G.775§4 and 5.

The strategy for detecting the presence of AIS should be such that AIS is detectable, even in the presence of an error ratio of  $1 \times 10^{-3}$ . However, a signal with all bits except the Frame Alignment Word in the binary ‘1’ state shall not be mistaken as AIS.

#### 4.3 Interfaces

The standard interfaces for Interconnection are based upon the SDH (Synchronous Digital Hierarchy) as defined in ITU-T Recommendation G.709. Interfaces of the Optical Transport Network Supplier / Transmission Provider will provide Interconnection for the interconnect services by placing SDH equipment in both H3G’s and Supplier’s premises.

#### 4.4 Points of Connection

H3G's data-centres for Points of Connection (‘POC’) are located at the following locations:

<b>H3G POC</b>	<b>Interconnect Partner POC</b>
HP Datacentre (metromedia) 4033 Citywest Avenue Citywest Business Park	

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**SCHEDULE 7**

**TESTING PROCEDURES**

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## **SCHEDULE 8**

### **FORECASTS**

Each party shall provide to the other, on 1 January, 1 March, 1 July and 1 November (or the first Working Day thereafter), a written forecast of its traffic at each Point of Connection during the following 12 months, broken down according to each quarter. Such forecast shall, in respect of each Point of Connection, specify the forecast busy hour time and traffic in erlangs in respect of each of the Call Conveyance Service. The forecast format is attached in Appendix 1.

If, during a period of 3 months in line with the forecast schedule supplied, the traffic conveyed by one party to the other differs in any material respect from that party's forecast for that period, the other party may request a revised forecast, such forecast to be provided within thirty (30) days of such request.

Without prejudice to paragraphs 3.2 and 3.3, each party shall give the other as much notice as is reasonably practicable of material changes in traffic volumes.

**SCHEDULE 8**  
**APPENDIX 1**  
**PRO FORMA FORECAST**

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**SCHEDULE 8**  
**APPENDIX 2**  
**PRO FORMA CAPACITY ORDER**

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## SCHEDULE 9

### Conveyance of Calls to Ported Mobile Numbers

This Schedule is effective from the date of the Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such an amendment.

#### 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 Schedule 1 of the Agreement.

Ported Mobile Numbers: shall mean numbers with the National Dialling Code '83' which have ported from the H3G Network to other mobile networks within Ireland ('Recipient Networks') or with the National Dialling Code '89 4' which have ported from the Interconnect Partner Network to Recipient Networks.

#### 2. Description of Service

- 2.1 Subject to the provisions of this Schedule, H3G shall onward convey to Recipient Networks, Calls to Ported Mobile Numbers handed over from the Interconnect Partner Network to the H3G Network. Calls originating on the Interconnect Partner Network and National Transit Calls into the H3G Network shall have the National Dialling code "83". Onward conveyed traffic shall have leading digits as follows:

Recipient Network	Leading Digits
Vodafone	17687
Meteor	17685
O2	17686
Tesco	178XX
Lycamobile	178XX

- 2.2 Subject to the provisions of this Schedule, Interconnect Partner shall onward convey to Recipient Networks, Calls to Ported Mobile Numbers handed over from the H3G Network to the Interconnect Partner Network. Calls originating on the H3G Network and National Transit Calls into the Interconnect Partner Network shall have the National Dialling code "89 41 or 89 42". Onward conveyed traffic shall have leading digits as defined at clause 2.1 above:

#### 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 to Ported Mobile Numbers pursuant to this Schedule.
- 3.2 Both Parties shall convey Calls to Ported Mobile Numbers, originating on either Parties' Networks and National Transit Calls, during those periods of time and at the same standard and quality of service as it conveys similar calls originated within its own Network.
- 3.3 The Parties shall correct faults which occur in their respective Networks which affect the conveyance of Calls to Ported Mobile Numbers in accordance with each Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

**4. Routing**

- 4.1 The conveyance of Calls to Ported Mobile Numbers shall be in accordance with the routing principles specified in the Network Plan and all such calls shall be onward conveyed on either Party's Interconnect Paths.

**5. Charging**

- 5.1 For the conveyance of Calls to Ported Mobile Numbers, each Party shall pay the other Party a charge calculated in accordance with the rates as specified in the table below. Charging is time of day dependent and the duration-based element of the charge shall be based on chargeable cumulative seconds for all Calls to Ported Mobile Numbers in each Billing Period rounded to the nearest minute. Charges shown are exclusive of VAT.

	Rate per Call (Euro Cent)	Rate Per Minute (Euro Cent)
Daytime		
Evening		
Weekend		

Daytime: period of time between 8:00am 6:00pm Monday to Friday

Weekend: period of time between 00:00 Saturday and 00:00 Sunday

Evening: all other times

- 5.2. For the avoidance of doubt the Parties shall pay each other the Mobile Termination rate of the Recipient Operator, as per the eircom Switched Transit Routing and Price List, for the termination of Calls to Ported Mobile Numbers. Charging is time of day dependent and the duration-based element of the charge shall be based on chargeable cumulative seconds for all Calls to Ported Mobile Numbers in each Billing Period rounded to the nearest minute.

**SCHEDULE 10**

**Credit letter/Bank Guarantee**

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