

## **IMPORTANT NOTICE**

The below document is Three Ireland Services (Hutchison) Limited's reference interconnect offer ("RIO") published pursuant to ComReg's Decision Notice D11/05. The document does not constitute an offer of any description and serves as a guide only to the type of contract document that Three Ireland Services (Hutchison) Limited requires to be entered into for situations where an interconnect applicant and Three Ireland Services (Hutchison) Limited require interconnection and termination on each other's network.

It is Three Ireland Services (Hutchison) Limited's intention that mobile voice call termination contracts it enters into with third parties will be substantially based on this reference document. However, Three Ireland Services (Hutchison) Limited 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.

201[ • ]

**THREE IRELAND SERVICES (HUTCHISON) LIMITED**

**AND**

**[NAME OF INTERCONNECTING**

**OPERATOR ]**

---

### **TWO WAY INTERCONNECTION AGREEMENT**

Relating to the Interconnection of the [ • ] System and the electronic communications network provided by Three Ireland Services (Hutchison) Limited

---

DENIED

SUBJECT TO CONTRACT / CONTRACT

## CONTENTS

### Clause

1. Definitions and Interpretation
2. Network
3. Interconnect Services
4. New Interconnect Services
5. System Alterations
6. Charges and Payment
7. Technical Standards
8. Calling Line Identification
9. Protection of the Network and System
10. Safety
11. Operational Liaison
12. Compliance
13. Intellectual Property Rights
14. Force Majeure
15. Liability
16. Confidentiality
17. Dispute Resolution
18. No Partnership
19. Waivers
20. Assignment
21. Commencement Duration and Termination
22. Works
23. Mobile Number Portability
24. Review
25. Severability
26. Governing Law
27. Notices
28. Precedence
29. Entire Agreement
30. Variation
31. Counterparts

SCHEDULE 1

SCHEDULE 2

SCHEDULE 3

SCHEDULE 4

SCHEDULE 5

SCHEDULE 6

SCHEDULE 7

SCHEDULE 8

SCHEDULE 9

SCHEDULE 10

**THIS AGREEMENT is made as of the                      day of                      201[ • ]**

**BETWEEN:**

- (1) **[NAME OF INTERCONNECTING OPERATOR]** (registered number [ • ]) a company incorporated in [                      ] and whose registered office is at [                      ] (the "ICP"); and
- (2) **THREE IRELAND SERVICE (HUTCHISON) LIMITED** (registered number 234895) a company incorporated under the laws of Ireland whose registered office is at 27/28 Sir John Rogerson's Quay, Dublin 2 ;

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

**WHEREAS:**

- (A) Both Parties are authorised under the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2003 to provide electronic communications networks or services as described in a notification made by each Party respectively under Regulation 4(2) or 4(4) of the Authorisation Regulations.
- (B) The Parties have agreed in principle to interconnect their respective telecommunications networks in accordance with the principles set out in the European Communities (Electronic Communications Networks and Services) (Access) Regulations, 2003 and to the supply of certain services and facilities on the terms and conditions as provided for in 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 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 ICP Authorisation or the THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 ICP Authorisation or the THREE IRELAND SERVICES (HUTCHISON) LIMITED Authorisation, the meaning it has in the Act and the Regulations shall prevail.
- 1.11 References in this Agreement to “ICP” and “THREE IRELAND SERVICES (HUTCHISON) LIMITED” shall include their respective successors (whether by operation of law or otherwise), permitted assigns, agents and outsource partners.
- 1.12 For the avoidance of doubt, reference to Ireland in this Agreement does not include Northern Ireland.

## 2. NETWORK INTERCONNECT

- 2.1 Upon one Party's (“**the Requested Party**”) receipt of a request from the other Party (“**the Requesting Party**”) to provide the Interconnect Services, as detailed in Clause 3.1, the Requested Party shall Interconnect its Network with the Network of the Requesting Party for the purposes of providing those Interconnect Services.
- 2.2 Following a request for Interconnection Services by the Requesting Party, the Requested Party shall be entitled to levy charges in relation to activities undertaken in the initial implementation of the Interconnect. Such activities shall include, but not be limited to, activities undertaken in the areas of billing testing, networking interworking testing (including signalling) and service enablement testing.
- 2.3 Notwithstanding the foregoing, nothing in this Agreement shall be construed or interpreted so as to oblige either Party to request the Interconnection of its Network to that of the other. Each Party shall, at its sole discretion determine when it shall request such Interconnection and until such a request is made by a Party, this Agreement (and all rights and obligations contained therein) shall be construed accordingly.

3. **INTERCONNECT SERVICES**

3.1 Subject always to Clause 5, Interconnect Services shall consist of:

- 3.1.1 the ICP Interconnection Service;
- 3.1.2 the ICP Call Conveyance Services.
- 3.1.3 the THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Service; and
- 3.1.4 the THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Services

and such other services as the Parties may from time to time agree as referred to in Clause 4 (“the **Interconnect Services**”).

3.2 The Parties agree to provide the Interconnect Services to each other in accordance with;

- 3.2.1 the terms and conditions of this Agreement, including without limitation the Service Schedules; and
- 3.2.2 all applicable laws, regulations, binding directions and/or decisions of any appropriate regulatory authority.

3.3 ICP shall be under no obligation and shall have no liability for any Call once it is handed over from the ICP System to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System. THREE IRELAND SERVICES (HUTCHISON) LIMITED shall be under no obligation and shall have no liability for any Call once it is handed over from the THREE IRELAND SERVICES (HUTCHISON) LIMITED System to the ICP System.

3.4 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.

3.5 Unless expressly stated otherwise within Schedule 4, Interconnection pursuant to this Agreement shall be applied or used only for Calls which are either:

- 3.5.1 originated on the THREE IRELAND SERVICES (HUTCHISON) LIMITED System and handed over to the ICP System and which have been previously switched by the THREE IRELAND SERVICES (HUTCHISON) LIMITED System prior to being handed over to the ICP System; or
- 3.5.2 transited by the THREE IRELAND SERVICES (HUTCHISON) LIMITED System and handed over to the ICP System and which have been previously switched by the THREE IRELAND SERVICES (HUTCHISON) LIMITED System prior to being handed over to the ICP System; or
- 3.5.3 originated on the ICP System and handed over to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System and which have been previously switched by the ICP System prior to being handed over to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System; or

- 3.5.4 transited by the ICP System and handed over to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System and which have been previously switched by the ICP System prior to being handed over to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System.
- 3.6 Nothing in this Agreement shall be construed as imposing any requirement or obligation upon THREE IRELAND SERVICES (HUTCHISON) LIMITED to convey Calls to the ICP System or upon ICP to convey Calls to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System.
- 3.7 Each Party undertakes to ensure that:
- 3.7.1 they will not use or permit others to use any Interconnect Service for any improper or unlawful purpose; and
- 3.7.2 they will hold at all relevant times for the duration of this Agreement all required authorisations and meet all other legal and regulatory requirements which are necessary in order to provide and avail of the Interconnect Services, and will not knowingly (having made all enquiries which would reasonably be expected of a reputable and competent electronic communications operator) cause the other Party to breach any such authorisation and/or legal and regulatory requirements.
- 3.8 For the avoidance of doubt, and subject to Clause 2, neither Party shall hand over to the other Party nor have an obligation to convey or terminate, Calls of any category, unless the other Party has agreed to convey or terminate Calls of that category in an appropriate Service Schedule.
- 3.9 ICP does not warrant that the ICP Network or System, the ICP Interconnection Services or the ICP Call Conveyance Services or any of them will be timely, secure, uninterrupted free from faults or that any particular volume of Calls can or will be terminated on its Network or that the Interconnect Services will meet THREE IRELAND SERVICES (HUTCHISON) LIMITED's needs.
- 3.10 THREE IRELAND SERVICES (HUTCHISON) LIMITED does not warrant that the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network or System, the THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Services or the THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Services or any of them will be timely, secure, uninterrupted free from faults or that any particular volume of Calls can or will be terminated on its Network or that the Interconnect Services will meet ICP's needs.
- 3.11 Each Party warrants that it has full power and authority to authorise to enter into this Agreement and perform its obligations hereunder and that all necessary action has been taken (and not revoked) to authorise execution and performance of this Agreement by it.
- 3.12 Save as expressly stated in this Agreement, neither Party has an obligation of any kind to the other Party beyond the obligations to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Agreement.

4. **NEW INTERCONNECT SERVICES**

- 4.1 Such additional services as may be agreed by the Parties from time to time may be provided on the Interconnect Network and the details of such services shall be given in new Service Schedules to be inserted as a new Schedule to this Agreement.

5. **SYSTEM ALTERATION**

- 5.1 A Party wishing to make a System Alteration, shall notify the other Party not less than eight (8) weeks 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 (a "**System Alteration Notice**").
- 5.2 The Party in receipt of a System Alteration Notice shall notify the other Party as soon as reasonably practicable of the likely impact of the System Alteration on its own System and shall, if in a position to accept the System Alteration, within four weeks of receipt of the System Alteration Notice, provide an estimate 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 which would be incurred by a reasonable and experienced operator operating in accordance with good engineering practice).
- 5.3 Following the delivery of a notice in accordance with Clause 5.2, the Parties shall engage in good faith to discuss and shall endeavour, within such timescales as shall be agreed between the Parties 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 5.2.
- 5.4 If the Party in receipt of a System Alteration Notice believes that it is not in a position to accept the System Alteration, whether within the timescales requested or in any other circumstances, it shall so notify the Party which issued the System Alteration Notice within two (2) weeks of receipt of the System Alteration Notice. In these circumstances the Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as set out in Clause 17, if required.
- 5.5 Subject to Clause 5.6, on completion of the relevant System Alteration and corresponding change to the other Party's System, the Party in receipt of a System Alteration Notice under Clause 5.1 shall be entitled to invoice the Party who issued the System Alteration Notice for the costs of such alteration, such amount not to exceed the level of costs agreed or otherwise determined in accordance with Clauses 5.3 or 5.4. Any such invoice shall be payable in accordance with the provisions of Clause 6.
- 5.6 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.
- 5.7 A Party (the "**Requesting Party**") may from time to time request the other Party to make Data Management Amendments. The Parties shall endeavour to minimise the number of Data Management Amendments requested by minimising the level of digit



analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed billing information.

- 5.8 In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the Requesting Party at least 6 weeks in advance of the requested implementation date.
- 5.9 The following Data Management Amendments shall be carried out free of charge to the other Party and within six (6) weeks of the request referred to in Clause 5.7:
- 5.9.1 any Data Management Amendment required to activate number ranges allocated or amended by ComReg;
  - 5.9.2 any Data Management Amendment required for route management purposes which the Parties agree is necessary for the efficient operation of the Interconnect.
- 5.10 For all other Data Management Amendments, the Requested Party shall, if in a position to accept the Data Management Amendment proposed, advise the Requesting Party of the charge for implementing the requested amendment within two (2) weeks of receipt of a request. The Requested Party shall implement the Data Management Amendment within four (4) weeks of the Requesting Party agreeing to pay such charge.
- 5.11 If a Requested Party reasonably believes that, having regard to regulatory or technical considerations, it is not practicable for it to proceed with any requested Data Management Amendment, either within the time-scales requested or in any circumstances, the Requesting Party shall be advised within two (2) weeks of receipt of the request.
- 5.12 The Requesting Party is solely responsible for the accuracy of information contained in Data Management Amendment requests. The Requested Party may charge for Data Management Amendments which are requested in order to amend and/or correct previously implemented Data Management Amendments where such correction and/or amendments are necessary as a result of inaccurate or incomplete information provided by the Requesting Party.
- 5.13 The Parties shall use reasonable endeavours to resolve any Dispute in relation to any requested Data Management Amendments including by recourse to the dispute resolution process set out in Clause 17.

6. **CHARGES AND PAYMENT**

- 6.1 ICP's charges for the ICP Interconnection Service, for the ICP Call Conveyance Services and Data Management Amendments which may be implemented by ICP will be calculated by reference to the charges, rates and prices and charging structure set out in Schedule 5, Part 1.
- 6.2 THREE IRELAND SERVICES (HUTCHISON) LIMITED's charges for the THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Service, for the THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Services and for Data Management Amendments which may be implemented by THREE

IRELAND SERVICES (HUTCHISON) LIMITED will be calculated by reference to the charges, rates and prices and charging structure set out in Schedule 5, Part 2.

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

6.3.1 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall, in accordance with this Agreement, pay ICP, ICP's charges for the ICP Interconnection Service and the ICP Call Conveyances Services set out in Schedule 5, Part 1 and otherwise as provided for or referred to in this Agreement.

6.3.2 ICP shall, in accordance with this Agreement, pay THREE IRELAND SERVICES (HUTCHISON) LIMITED, THREE IRELAND SERVICES (HUTCHISON) LIMITED's charges for the THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Service and the THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyances Services set out in Schedule 5, Part 2 and otherwise as provided for or referred to in this Agreement.

6.4 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 the paying party at the prevailing rate from time to time.

6.5 Either Party ("**Paid Party**") may vary its charges, rates and/or prices, as set out in Schedule 5 at any time and from time to time by varying existing charges, rates and/or prices by introducing new charges or methods of charging, by providing to the other not less than thirty (30) days' prior written notice of such amendment to the other Party ("**Paying Party**"), subject to Clause 5.7.

6.6 ICP shall be responsible for recording all applicable traffic measurement and shall send invoices to THREE IRELAND SERVICES (HUTCHISON) LIMITED in respect of Calls from the THREE IRELAND SERVICES (HUTCHISON) LIMITED System to the ICP System. THREE IRELAND SERVICES (HUTCHISON) LIMITED shall be responsible for recording all applicable traffic measurement and shall send invoices to ICP in respect of Calls from the ICP System to the THREE IRELAND SERVICES (HUTCHISON) LIMITED 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.

6.7 The Parties shall collect and exchange the billing information set out in Schedule 5 Part 3.

6.8 The chargeable time for each Call, unless specifically stated as otherwise, shall be the "conversation time" in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar de Plata, 1968; amended at Melbourne, 1988).

6.9 Save as may be otherwise provided in Schedule 5 hereto, charges shall not be payable under this Agreement by either Party to the other for the conveyance of a Call if the Call is not connected when there is a "ring" tone with no reply, an

“engaged” tone, a “number unobtainable” tone or a Network Information Recorded Announcement. For the avoidance of doubt neither Customer nor network voicemail systems shall be regarded as a Network Information Recorded Announcement. Moreover no charges shall be payable in respect of the Interconnect Services or any of them other than as specifically provided for in this Agreement.

- 6.10 Invoices correctly issued under this Agreement shall be payable within 30 days of the date of receipt of the invoice (the "**Due Date**").
- 6.11 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.
- 6.12 With respect to each invoice each Party shall maintain and retain for a period of one year from its submission, 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.
- 6.13 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 ("**Dispute Notice**") in writing to the other Party. The parties then shall invoke the following escalation procedure:

6.13.1 Following issue and receipt of a Dispute Notice, 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 ICP  
SERVICES (HUTCHISON) LIMITED

Level 1: [      ]

Tel: [ • ]

Fax: [ • ]

Level 2: Interconnect Manager

Tel: [ • ]

Fax: [ • ]

Level 3: [ • ]

For THREE IRELAND

Level 1: Sundry Billing Team  
Leader

Tel: +353-1-6095000

Level 2: Interconnect Manager

Tel: +353-1-6095000

Level 3: Head of Wholesale,

Tel: [ • ]

Tel: +353-1-6095000

Fax: [ • ]

- 6.13.2 Failing resolution of a disputed invoice under the procedure set forth in Clause 6.13.1, 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 at the request of either Party 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 or fraud, 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 6.11 as the case may be). The costs of the chartered accountants agreed or nominated shall be paid by the Disputing Party unless the relevant invoice is established to have been incorrect by more than three percent (3%) of the total amount of the charges (excluding VAT) specified in the invoice in which case the invoicing Party shall pay such costs.
- 6.14 Each Party shall permit the chartered accountants who are nominated in the circumstances referred to in Clause 6.13.2 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.
- 6.15 Notwithstanding the reference of any dispute for investigation and determination under Clause 6.13, if the amount in dispute represents less than three percent (3%) 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 no interest thereon shall accrue until the chartered accountants appointed pursuant to Clause 6.13.2 shall have made their determination. For the avoidance of doubt, any undisputed balance shall remain payable in full.
- 6.16 Either Party (the “**Requesting Party**”) may at any time require the other to enter into bank or other guarantees (or to provide some other form of financial security) which in the reasonable opinion of the Requesting Party is/are appropriate as security against the other Party’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 the Requesting Party may reasonably allow) of the date of the

Requesting Party's request for the same shall be deemed to be a material breach of this Agreement by the other Party.

**7. TECHNICAL STANDARDS; NETWORK DESIGN AND PLANNING**

- 7.1 The ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Services set out in Schedule 3 and the ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Services set out in Schedule 4 will comply with the technical standards set out in Schedule 6.
- 7.2 The design and planning of the Interconnect Network is set out in Schedule 6. The Network Plan shall cover a one (1) year planning period.
- 7.3 The Network Plan shall be reviewed and, if necessary updated, by agreement between the Parties on each anniversary of the date of this Agreement or otherwise at such times as may be agreed between the Parties from time to time.
- 7.4 The Parties shall provide capacity forecasts in accordance with the provisions of Schedule 2 and Schedule 8.

**8. CALLING LINE IDENTIFICATION**

- 8.1 Each Party shall use numbers in accordance with the Irish National Numbering Scheme and shall comply with the numbering provisions in the Network Plan.
- 8.2 The passing of Calling Line Identification ("**CLI**") between the Parties shall be allowed for presentation purposes in accordance with the CLI Code of Practice as attached to Schedule 10. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the applicable data protection legislation and those of individual Customers of the Parties.

**9. PROTECTION OF THE NETWORK AND SYSTEM**

- 9.1 Neither Party shall do or permit to be done or omit or permit the omission of anything which either will cause damage to the other Party's System or Network or will, save as permitted under or pursuant to this Agreement, result in modification of the proper and normal operation of the other Party's System or Network.
- 9.2 Neither Party shall connect or knowingly permit the connection to its Network of any SIM gateways or any equipment or apparatus including any terminal equipment, which is not approved by the relevant regulatory authority for attachment to its Network.

**10. SAFETY**

- 10.1 THREE IRELAND SERVICES (HUTCHISON) LIMITED and ICP shall take all reasonable and prudent steps to ensure that the implementation of this Agreement will not endanger the health or safety of any person including each other's respective employees, agents, subcontractors and customers.
- 10.2 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 THREE IRELAND SERVICES (HUTCHISON) LIMITED System and the ICP System.

11. **OPERATIONAL LIAISON**

- 11.1 The Parties 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 Operational 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.

12. **COMPLIANCE**

- 12.1 Each Party undertakes that it will comply with all relevant laws and regulations, including the provisions of its respective General Authorisation.
- 12.2 Each Party shall 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, all trade and business names, registered and unregistered trademarks, trademark applications, logos, confidential and proprietary information and any rights protecting same, processes, research and know-how, trade secrets, copyrights (including rights in computer software and semiconductor topographies), works of authorship, performances, databases and database rights, designs, rights (registered and unregistered and applications for same) in any design, inventions and other intellectual property of whatsoever nature (whether or not capable of protection by registration) (“the **Intellectual Property Rights**”) shall remain in the ownership of the Party creating or owning same and nothing herein shall confer or be deemed to confer on either Party any rights in or licence to use the Intellectual Property Rights of the other Party and, without prejudice to Clause 13.2, nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property Rights.
- 13.2 Each Party warrants that it holds all relevant Intellectual Property Rights and has all appropriate consents, licenses and authorisations required in relation to the provision of the Interconnect Services.
- 13.3 Each Party (the “**Indemnifying Party**”) indemnifies the other Party from and against all damages, costs, proceedings, charges and expenses in connection with any infringement of any Intellectual Property Rights used or made available by the

Indemnifying Party in connection with this Agreement. The limitations and exclusions set out in Clause 15 shall not apply to this indemnity.

**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, or other competent authority, compliance with any statutory, regulatory or legal obligation (provided that such acts or omissions of Government, highway authority, or other competent authority, compliance with any statutory, regulatory or legal obligation is not in existence at the date of this Agreement or would not have been reasonably foreseeable by a Party exercising the degree of care, prudence diligence and foresight which would ordinarily be expected of a skilled and experienced provider and operator of Electronic Communications Networks and Electronic Communications Services seeking to comply with its contractual obligations and all applicable laws, regulations, binding directions and/or decisions of any appropriate and competent regulatory authority), industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion or flood, subsidence weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
- 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. In performing those of its obligations not affected by a force majeure the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its Customers and thirds parties) there is no undue discrimination against the other Party.
- 14.5 To the extent that a Party is prevented as a result of a force majeure from providing any or all of the services or facilities to be provided under this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 14.6 The Party affected by the force majeure shall fulfil those of its obligations which were affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

14.7 If, following three (3) months from the date of notification under Clause 14.2, the event of force majeure persists, the unaffected Party may be entitled (but not obliged) to 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. If this Agreement is not terminated in accordance with the provisions of this Clause 14.7, then the Party initially affected by the force majeure shall fulfil those of its obligations which were affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

15. **LIABILITY – LIMITATIONS AND EXCLUSIONS**

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 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall not be liable to ICP for claims, proceedings or actions brought or made against ICP by a user of telecommunications equipment which is connected to the ICP System nor shall ICP be liable to THREE IRELAND SERVICES (HUTCHISON) LIMITED for claims, proceedings or actions brought or made against THREE IRELAND SERVICES (HUTCHISON) LIMITED by a user of telecommunications equipment which is connected to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System. The provisions of this Clause 15.2 shall apply notwithstanding that such claims, proceedings, or actions arise from the actions or omissions of THREE IRELAND SERVICES (HUTCHISON) LIMITED or ICP respectively.

15.3 Subject always to:

15.3.1 Clause 13.3;

15.3.2 Clause 15.1; and

15.3.3 Clause 15.4;

with the exception of charges payable under this Agreement and any breach of Clause 16 (Confidentiality), 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 or otherwise in connection with 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.

15.4 Subject to Clauses 13.3 and 15.1, neither Party 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 for negligence or breach of statutory duty).



15.5 Each provision of this clause limiting or excluding liability operates separately and survives independently of the others.

15.6 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 ICP to ICP Associated Companies, and in the case of THREE IRELAND SERVICES (HUTCHISON) LIMITED to THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 information which either ICP or THREE IRELAND SERVICES (HUTCHISON) LIMITED 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;

16.2.3 was independently disclosed to it by a third party entitled to disclose the same; or

16.2.4 was developed by either Party at any time independently of the Confidential Information disclosed to it by the other Party by persons who have had no access to or knowledge of such information.

16.3 The obligations of confidentiality in this Clause 16 shall not prevent either ICP or THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 provided that the Party whose Confidential Information to be disclosed is immediately notified of such a requirement and afforded a reasonable opportunity to seek relief therefrom.

- 16.4 Each of ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED shall treat such Confidential Information as secret and strictly confidential and only use such Confidential Information exclusively for the purposes for which it is disclosed or generated and 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. Each Party undertakes to return to the other Party and/or destroy all or such part of such Confidential Information and copies thereof as shall be specified by the Party which disclosed the Confidential Information.
- 16.5 Without prejudice to Clause 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 1988 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 Each Party shall inform the other party immediately upon becoming aware of or suspecting that Confidential Information has been disclosed to any unauthorised person.
- 16.8 Each Party accepts that any breach of this Clause 16 could cause injury to the other party and that monetary damages would not be an adequate remedy. In the event of such a breach or threatened breach by one Party, the other Party shall be entitled to seek injunctive relief in any court of competent jurisdiction and reimbursement for any costs, claims, demands or damages arising directly out of such breach. Nothing contained in this Clause 16 shall be construed as prohibiting either Party from pursuing other legal remedies available to it for breach or threatened breach of this Clause 16.
- 16.9 Neither ICP nor THREE IRELAND SERVICES (HUTCHISON) LIMITED 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.
- 16.10 The provisions of this Clause 16 shall apply throughout this Agreement and for a further period of six years from the date of termination of this Agreement.

17. **DISPUTE RESOLUTION**

17.1 It is the intention of ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED to settle Disputes 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 ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED concerning matters of procedure and management other than billing disputes which are covered under Clauses 6.13 – 6.16. In the event that ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED are unable to resolve any Dispute ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED agree to dispose of the matter thus:

17.1.1 the Interconnection Managers of ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 resolve the matter within ten (10) 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 Regulatory of ICP and a person of equivalent standing of THREE IRELAND SERVICES (HUTCHISON) LIMITED. 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 Chief Financial Officer of THREE IRELAND SERVICES (HUTCHISON) LIMITED and a person of equivalent standing nominated by ICP. 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 either Party may upon service of notice to the other Party refer the Dispute to ComReg for determination. All relevant details with regard to the nature and extent of the Dispute shall be furnished to ComReg together with a record of matters that have been agreed or not agreed at the negotiations referred to at Clause 17.1.3 above.

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; and/or

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.

17.4 Each Party shall only use any information obtained from the other Party during the course of any Dispute resolution process invoked under this Clause 17 for the purpose of resolving the Dispute in question and undertakes not to use such information for any other purposes.

18. **STATUS OF THE PARTIES**

18.1 The Parties accept and acknowledge that in providing the Interconnect Services each is acting as an independent contractor, and that nothing in this Agreement shall constitute a partnership or joint venture nor establish a relationship of agency or employment between the Parties or between either Party and any of the employees 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, nor shall the waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party be construed as a waiver of any succeeding breach of the same or any other provision..

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.

20.2 No consent is required under Clause 20.1 for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network, or to an Associated Company provided that such successor or Associated Company be duly authorised to operate the Network of the assigning Party.

20.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent.

20.4 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.

20.5 Nothing in the Agreement shall prevent either ICP or THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 until

21.1.1 the expiry, earlier revocation or other termination of the ICP Authorisation without there being a replacement or other authorisation to ICP to provide the ICP System;

21.1.2 the expiry, earlier revocation or other termination of the THREE IRELAND SERVICES (HUTCHISON) LIMITED Authorisation without there being a replacement or other authorisation to THREE IRELAND SERVICES (HUTCHISON) LIMITED to provide the THREE IRELAND SERVICES (HUTCHISON) LIMITED System; or

21.1.3 it is terminated in accordance with the terms of this Agreement.

21.2 Subject as hereinafter provided, either Party may terminate this Agreement by giving to the other not less than three (3) months written notice of termination without prejudice to its other rights hereunder or at law.

21.3 After a notice has been given pursuant to Clause 21.2, a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.

21.4 Following a request pursuant to Clause 21.3, if on termination of this Agreement, either Party would be obliged by law to enter into a new interconnection agreement with the other Party, then the Parties shall carry on good faith negotiations with a view to entering into a new agreement to take effect on termination of this Agreement.

21.5 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.

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

21.6.1 upon the expiration of 30 days written notice (or in the case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify) given by either Party to the other at any time following the suspension in accordance with and pursuant to Clause 21.5 provided that the other remains in material breach of this Agreement upon such expiry; or

21.6.2 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 of a solvent reconstruction or amalgamation), or a receiver of any of the other Party's assets or undertaking or an examiner to the other Party 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 enters into any voluntary arrangement with its creditors or any of them or if any 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

21.6.3 pursuant to Clause 14.7.

21.7 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend forthwith, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety. The Party implementing any such suspension shall forthwith, after such suspension, notify the other party of the fact of suspension and the reasons therefore.

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

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

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

21.11 Termination or expiry of this Agreement shall not:-

21.11.1 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;

21.11.2 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.

21.12 Neither Party shall be liable to the other for any loss or damage (direct, indirect, consequential or otherwise whatsoever) which the other Party may suffer as a result of suspension or termination under this Agreement in accordance with its terms

PROVIDED ALWAYS that any termination of this Agreement shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law.

22. **OWNERSHIP OF EQUIPMENT; WORKS**

22.1 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.

22.2 Neither Party shall, and shall procure that none of its employees or agents shall interfere with the equipment of the other Party.

22.3 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:-

22.3.1 it shall comply with the requirements of Schedule 2;

22.3.2 it shall indemnify the other Party in respect of any loss or damage thereby caused; and

22.3.3 it shall observe the reasonable requirements of the other Party in respect of health and safety whilst at the premises.

23. **MOBILE NUMBER PORTABILITY**

23.1 Where both Parties have access to the National Porting Database and utilise same for the routing of Calls, the Parties agree to keep and maintain their separate information in respect of the National Porting Database accurate and up-to-date. The Parties further agree to update the National Porting Database data that they utilise for Call routing in a timely manner and to hand-over Calls to the correct terminating mobile network operator.

23.2 The Parties acknowledge that the hand-over of Calls to the incorrect terminating mobile network operator on the basis of an incorrect routing prefix and/or failure to convey Calls to the correct terminating mobile network operator may result in the non-conveyance and/or non-termination of such Calls.

23.3 Where either Party does not have access to the National Porting Database and/or hands over traffic to the other Party solely on the basis of number ranges/ network access codes ('NAC') originally allocated to the other Party, then THREE IRELAND SERVICES (HUTCHISON) LIMITED and ICP shall operate in accordance with Schedule 9 ("Conveyance of Calls to Ported Mobile Numbers").

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 electronic 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
  - 24.1.5 there is a general review pursuant to Clause 24.4.
- 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 Save as provided in Clause 24.4, a Party shall serve a Review Notice within three (3) months' of the Review Date where the "Review Date" shall be:
- 24.3.1 for the purposes of Clause 24.1.1, the date of publication of the relevant General Authorisation modification;
  - 24.3.2 for the purposes of Clause 24.1.2 and 24.1.3, the date of the occurrence of the material change; and
  - 24.3.3 for the purposes of Clause 24.1.4, the date that the entitlement to review the Agreement arises, or the date of the relevant agreement between the Parties that there should be a review as the case may be.
- 24.4 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.
- 24.5 On service of a Review Notice the Parties shall forthwith negotiate in good faith with a view to agreeing relevant amendments to this Agreement.
- 24.6 For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice, this Agreement shall remain in full force and effect.
- 24.7 The Parties shall work together in good faith to modify or replace this Agreement in accordance with any order, direction or determination of ComReg unless such order, direction or determination is subject to a legal challenge. In the event of such a legal challenge, the Parties shall implement such changes to this Agreement as are required by any order, direction or determination of ComReg which is confirmed in the course of the legal challenge, or which are otherwise required in accordance with the outcome or conclusion of that legal challenge.



24.8 If the Parties fail to reach agreement on the subject matter of a Review Notice within three (3) calendar months (the “**Relevant Period**”) in each case from the date of service of a Review Notice, either Party may, not later than one (1) calendar month after the expiration of such Relevant Period, request in writing that ComReg determine:

- (a) the matters upon which the Parties have failed to agree;
- (b) whether this Agreement should be modified to take account of such matters; and, if so
- (c) the amendment(s) to be made to this Agreement.

24.9 The Parties shall, subject to their right of appeal to any ComReg determination modify or replace this Agreement in accordance with any determination of ComReg pursuant to Clause 24.7 in the event that such determination requires this Agreement to be modified or replaced.

24.10 The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular Review Notice.

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 purpose of this Agreement shall be in writing and sent either:

27.1.1 by registered pre-paid post;

27.1.2 by hand; or

27.1.3 by courier,

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.

27.2 .

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

[ ]

and if addressed to THREE IRELAND SERVICES (HUTCHISON) LIMITED, be sent to:

Commercial Interconnect Manager  
Three Ireland Services (Hutchison) Limited  
28/29 Sir John Rogersons Quay  
Dublin 2  
Facsimile: +353-1-6095269

With copies sent to

Head of Legal  
Three Ireland Services (Hutchison) Limited  
28/29 Sir John Rogersons Quay  
Dublin 2

or such other address as may be notified in writing by either Party to the other.

27.3 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 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 ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED with respect to the subject matter in it.

29.2 Neither ICP nor THREE IRELAND SERVICES (HUTCHISON) LIMITED 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.

## 31. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original but all of the counterparts together shall constitute one and the same instrument.

**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

**INTERCONNECTING OPERATOR**

NOT FOR SIGNING

Signed by  
a duly authorised  
representative on behalf of

**THREE IRELAND SERVICES (HUTCHISON) LIMITED IRELAND LIMITED**  
SIGNING

NOT FOR

## SCHEDULE 1

### 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;
“Associated Company(ies)”	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 Section 155 of the Companies Act 1963;
“Authorisation Regulations”	the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2003 (S.I. No. 306 of 2003) as amended from time to time;
“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 routing and/or conveyance of a Call by a Party;
“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 all commercial, financial, marketing or technical information, know-how, trade secrets and other information relating to either ICP or THREE IRELAND SERVICES (HUTCHISON) LIMITED or their Associated Companies or to any of their respective Customers or businesses, 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 providers of Electronic Communications Services or Networks authorised under the Authorisation Regulations) having a contractual relationship with a Party or (as the context requires) with a third party for the provision of Electronic Communications Services which are to be provided in part or in whole by means of that Party's System;
“Data Management Amendments”	means such data reconfigurations of the ICP Network or the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network as the case may be, as is necessary for the access, routing and charging of calls;
“Default Interest Rate”	means four percent (4%) per annum above the three (3) month EURIBOR rate as on the Due Date;
“Dispute”	means a disagreement between the Parties relating to the implementation, application or interpretation of this Agreement;
“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;
“ICP Authorisation”	means ICP’s General Authorisation;
“ICP Call Conveyance Service”	means those call conveyance services described in Schedule 4, Part 1 of this Agreement from time to time;
“ICP Interconnection Service”	means the interconnection service described in Schedule 3, Part 1 of this Agreement from time to time;
“ICP Network”	means the total infrastructure operated by ICP to provide Electronic Communications Services;
“ICP System”	means an Electronic Communication Network provided by ICP from time to time the provision of which is authorised by the ICP Authorisation;
“ICP Switch Connection”	means an ICP switch at which Calls handed over to the ICP System are initially switched;
“Interconnect”	means the connection of the THREE IRELAND SERVICES (HUTCHISON) LIMITED and the ICP Networks and Systems for the provision of the Interconnect Services;
“Interconnection”	means the interconnection of the ICP System and the THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 ICP Switch Connection and an THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection through a Point of Connection;
“Interconnection Circuit Capacity”	means the circuit capacity of an Interconnection Circuit;
“Interconnect Network”	means the combination of all interconnect links as detailed further in Schedule 6 between the two Parties which represents the totality of the connection of the two Networks;
“Interconnect Services”	has the meaning given in Clause 3.1 of this Agreement;

“Irish National Numbering Scheme”	means a scheme operated by ComReg for the allocation and regulation of use of number ranges for Electronic Communication Services;
“Network(s)”	means the ICP Network and/or the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network in the Republic of Ireland;
“Network Plan”	means the plan contained in Schedule 6;
“Network Information Recorded Announcement”	means an announcement provided by a Network operator which provides information to the calling party;
“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)
“THREE IRELAND SERVICES (HUTCHISON) LIMITED Authorisation”	means THREE IRELAND SERVICES (HUTCHISON) LIMITED’s General Authorisation;
“THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Service”	means those call conveyance services described in Schedule 4, Part 2 of this Agreement from time to time; means the interconnection service described in Schedule 3, Part 2 of this Agreement from time to time;
“THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Service”	means the total infrastructure operated by THREE IRELAND SERVICES (HUTCHISON) LIMITED to provide Electronic Communications Services;
“THREE IRELAND SERVICES (HUTCHISON) LIMITED Network”	
“THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection”	means an THREE IRELAND SERVICES (HUTCHISON) LIMITED switch at which Calls handed over to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System are initially switched.
“THREE IRELAND SERVICES (HUTCHISON) LIMITED System”	means an Electronic Communications Network provided by THREE IRELAND SERVICES (HUTCHISON) LIMITED from time to time the provision of which is authorised by the THREE IRELAND SERVICES (HUTCHISON) LIMITED Authorisation;

“Point of Connection”	means any point at which to the ICP System and the THREE IRELAND SERVICES (HUTCHISON) LIMITED System are connected in accordance with Clause 2 and Schedule 3 of this Agreement;
“Port Capacity”	means the capacity to be made available by ICP 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 User Rights) Regulations 2003 (S.I. No. 308 of 2003) in each case as amended from time to time;
“Service Schedules”	means the Schedules attached hereto which describe the Interconnect Services and the basis on which they are conveyed on the Interconnect Network;
“Signalling Protocol”	means the technical procedures and methods by which Calls are set up, maintained and cleared down;
“Switch Connection”	means an ICP Switch Connection or an THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection;
“System”	means the ICP System or the THREE IRELAND SERVICES (HUTCHISON) LIMITED System as the context so admits or requires and “Systems” means both the ICP System and the THREE IRELAND SERVICES (HUTCHISON) LIMITED System;
“System Alteration”	means a change to a Party’s System which will require a change to be made to the other Party’s System to allow the continuance of the provision of the Interconnect Services pursuant to this Agreement; and
“Working Day”	any day (excluding a Saturday or a Sunday) when banks in Dublin are open for business other than for internet or 24 hour telephone banking.



**SCHEDULE 2**

**OPERATIONAL AND MAINTENANCE PROCEDURES**

**TBC**

## SCHEDULE 3

### PART 1

#### ICP INTERCONNECTION SERVICE

**1. PROVISION OF ICP INTERCONNECTION SERVICE**

1.1 ICP and THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 ICP to THREE IRELAND SERVICES (HUTCHISON) LIMITED of the Call Conveyance Services described in Schedule 4.

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 ICP Switch Connection and THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 6.

1.3 Before any Calls are conveyed via the Interconnection, the Parties shall agree which of those tests of the Interconnection described in Schedule 7 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. ICP 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 2, 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 a date to be mutually agreed by both parties.

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 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall be responsible for procuring and paying for all charges for any Interconnection Circuits which are required hereunder to convey Calls from the THREE IRELAND SERVICES (HUTCHISON) LIMITED System to the ICP System. THREE IRELAND SERVICES

(HUTCHISON) LIMITED 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 ICP shall provide Port Capacity to THREE IRELAND SERVICES (HUTCHISON) LIMITED at the ICP Switch Connection. The Port Capacity to be made available at each THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection (and any changes to any such Port Capacity) shall be subject to the mutual agreement of the Parties.
- 3.2 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall pay to ICP, ICP's charges for Port Capacity provided by ICP hereunder, at the rates set out in Schedule 5.

### **SCHEDULE 3**

#### **PART 2**

#### **THREE IRELAND SERVICES (HUTCHISON) LIMITED INTERCONNECTION SERVICE**

#### **4. PROVISION OF THREE IRELAND SERVICES (HUTCHISON) LIMITED INTERCONNECTION SERVICE**

4.1 THREE IRELAND SERVICES (HUTCHISON) LIMITED and ICP 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 THREE IRELAND SERVICES (HUTCHISON) LIMITED to ICP of the Call Conveyance Services described in Schedule 4.

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 THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection and ICP 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 6.

4.3 Before any Calls are conveyed via the Interconnection, the Parties shall agree which of those tests of the Interconnection described in Schedule 7 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. THREE IRELAND SERVICES (HUTCHISON) LIMITED 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 2, 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 a date to be mutually agreed by both parties.

- 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 ICP shall be responsible for procuring and paying for all charges for any Interconnection Circuits which are required hereunder to convey Calls from the ICP System to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System. ICP 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 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall provide Port Capacity to ICP at the THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Connection. The Port Capacity to be made available at each ICP Switch Connection (and any changes to any such Port Capacity) shall be subject to the mutual agreement of the Parties.
- 6.2 ICP shall pay to THREE IRELAND SERVICES (HUTCHISON) LIMITED, THREE IRELAND SERVICES (HUTCHISON) LIMITED's charges for Port Capacity provided by THREE IRELAND SERVICES (HUTCHISON) LIMITED hereunder, at the rates set out in Schedule 5.

**SCHEDULE 4**  
**PART 1 – ICP CALL CONVEYANCE SERVICES**

TBC BY ICP

## SCHEDULE 4

### **PART 2 – THREE IRELAND SERVICES (HUTCHISON) LIMITED CALL CONVEYANCE SERVICES**

Part a – Mobile Voice Call Termination on THREE IRELAND SERVICES (HUTCHISON) LIMITED

A Call comprising the minimum service features necessary to support a circuit switched speech path through the THREE IRELAND SERVICES (HUTCHISON) LIMITED System handed over from the ICP System to the THREE IRELAND SERVICES (HUTCHISON) LIMITED System destined for a telephone number in the “THREE IRELAND SERVICES (HUTCHISON) LIMITED Mobile Number Range”.

Part b – Customer Care Access Calls on THREE IRELAND SERVICES (HUTCHISON) LIMITED

ICP shall convey THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls originating on the ICP Network to the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network. This shall comprise all traffic with the digits 1909

The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls pursuant to this Schedule.

ICP shall convey THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls during those periods of time and at the same standard and quality of service as ICP originates and conveys similar calls originated within the ICP Network.

The Parties shall correct faults, which occur in their respective Networks, which affect the conveyance of THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls 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.

The conveyance of THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls shall be in accordance with the routing principles specified in the Technical Standards Schedule and all such Calls shall be delivered to THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnect Nodes on THREE IRELAND SERVICES (HUTCHISON) LIMITED owned Interconnect Paths.

**SCHEDULE 5**

**PART 1 - ICP CHARGES**

[ TBC BY ICP ]



## SCHEDULE 5

### PART 2 – THREE IRELAND SERVICES (HUTCHISON) LIMITED CHARGES

#### **THREE IRELAND SERVICES (HUTCHISON) LIMITED Call Conveyance Service**

- Mobile Voice termination on THREE IRELAND SERVICES (HUTCHISON) LIMITED (cent per minute)

Daytime	Evening	Weekend
2.60	2.60	2.60

Times of Day:-

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

Weekend: period of time between 00:00 Saturday and 24:00 Sunday

Evening: all other times

- THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Calls

For the conveyance of THREE IRELAND SERVICES (HUTCHISON) LIMITED Customer Care Access Calls from the ICP Network, ICP shall pay THREE IRELAND SERVICES (HUTCHISON) LIMITED a charge calculated in accordance with the rates as specified in the table below.

Number Range	Charge
1909	0.0 Euro per minute

#### **THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnection Service**

- Charges for Port Capacity

- Installation Charges per port – [TBC by THREE IRELAND SERVICES (HUTCHISON) LIMITED]
- Annual Rental Charges per port – [TBC by THREE IRELAND SERVICES (HUTCHISON) LIMITED]

Charges vary by port type. Installation charges are one-off charges payable upon installation and Rental charges shall be payable on a quarterly basis in advance.

Data Management Amendment charges will also apply.

## SCHEDULE 5

## PART 3 - BILLING INFORMATION

### 1. RECORDING OF BILLING INFORMATION

- 1.1 A Party shall for each individual Call or Switch Termination for which it is the Billing Party collect, record (whether in bulk or on an itemised Call basis) and process the Billing Information in accordance with paragraph 1.2 and/or paragraph 1.3 of this Schedule 1A (as the case may be).
- 1.2 The following shall be recorded for each Call relevant to the Interconnect Services:
- (a) Interconnect Node identifier; and
  - (b) the dialled digits and/or such other information as may be agreed; and
  - (c) CLI (if available); and
  - (d) the date and time when the Answer Signal is received by the Party providing the Billing Information; and
  - (e) Chargeable Call Duration (whether measured or derived); and
  - (f) the Interconnect Service involved to the level of detail specified in the relevant Service Schedule.
- 1.3 The following shall be recorded for each Switch Termination:
- (a) Circuit number
  - (b) A-end address
  - (c) B-end address
  - (d) Circuit type

**2. EXCHANGE OF BILLING INFORMATION**

2.1 ICP shall process the information specified in paragraph 1.2 so as to produce the matrix outlined below in Table A.1, or such other matrix as the Parties may from time to time agree (which shall be referred to as the “**ICP Interconnect Call Usage Report**”).

Table A.1

CALL TYPE				
	Period	Total Number Of Calls	Total Duration	TOTAL REVENUE
MOBILE TERMINATION				
	Peak			
	Off-Peak			
	Weekend			
TOTAL		ΣN	ΣM	ΣR

Where: N = the total number of Calls  
M = the total [chargeable] duration of Calls  
R = the total Revenue Chargeable Duration:

M x Rate per minute; or

N x Rate per call; or

M x Rate per minute plus N x Rate per call

2.2 ICP shall process the information specified in paragraph 1.3 so as to produce the matrix below in Table A.2 or such other form of Switch Termination Report as the Parties may from time to time agree (which shall be referred to as an “**ICP Switch Termination Report**”):

Table A.2

CIRCUIT NUMBER	A-END ADDRESS	B-END ADDRESS	CIRCUIT TYPE	INSTALLATION CHARGE	RENTAL	TOTAL AMOUNT DUE

2.3 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall process the information specified in paragraph 1.2 so as to produce the matrix outlined below in Table A.3, or such other matrix as the Parties may from time to time agree (which

shall be referred to as the “**THREE IRELAND SERVICES (HUTCHISON) LIMITED Interconnect Call Usage Report**”).

Table A.3

CALL TYPE				
THREE IRELAND SERVICES (HUTCHISON) LIMITED NATIONAL TERMINATION	Period	Total Number Of Calls	Total Duration	TOTAL REVENUE
	Peak			
	Off-Peak			
	Weekend			
TOTAL		ΣN	ΣM	ΣR

Where: N = the total number of Calls  
M = the total [chargeable] duration of Calls  
R = the total Revenue Chargeable Duration:

M x Rate per minute; or

N x Rate per call; or

M x Rate per minute plus N x Rate per call

2.4 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall process the information specified in paragraph 1.3 so as to produce the matrix below in Table A.4 or such other form of Switch Termination Report as the Parties may from time to time agree (which shall be referred to as an “**THREE IRELAND SERVICES (HUTCHISON) LIMITED Switch Termination Report**”):

Table A.4

CIRCUIT NUMBER	A-END ADDRESS	B-END ADDRESS	CIRCUIT TYPE	INSTALLATION CHARGE	RENTAL	TOTAL AMOUNT DUE

2.5 The Billing Information shall be exchanged by the Parties, together with the resulting invoice not earlier than 2 weeks and not later than 5 weeks after the end of each Billing Period. The Billing Periods for Interconnect Traffic shall be monthly

commencing from 00.00 hours on the 1st day of each calendar month and the Billing Periods for Switch Terminations shall be quarterly commencing from 00.00 hours on the 1st day of each calendar quarter (1st January, 1st April, 1st July and 1st October).

- 2.6 The Billing Party shall, for a period of twenty-four (24) months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.
- 2.7 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the other Party pursuant to this paragraph shall have been supplied via a verification system (rather than a Billing System) and such other Party cannot warrant that the information is free of error.
- 2.8 In the event of previously undetected errors in the Billing Information that resulted in the production of an incorrect invoice reflecting either an under-payment or an over-payment, either Party may request a review of the Billing Information for any Billing Period within 24 months of the date of the end of that Billing Period.
- 2.9 In the event of the Billing Information not being available to either Party in time to produce the monthly invoice, the Parties agree that an invoice may be produced based on estimated Billing Information. This estimate shall be derived using the following formula for the required detail of each separate traffic stream in the Services Schedules;

$$\text{traffic month N} = \text{traffic month (N-1)} * (\text{traffic month (N-1)}/\text{traffic month (N-2)})$$

- 2.10 The Billing Party must advise the Billed Party of the fact that any invoice is estimated together with the reasons for using estimates.
- 2.11 Final clearing of estimated invoices must take place within 3 months of the date of issue of the estimated invoice.

### **3. INVOICES**

- 3.1 At the end of a Billing Period for Interconnect Traffic the Billing Party shall submit to the Billed Party an invoice for charges for Calls as outlined in this Schedule and any other charges for which the Billing Party is entitled to charge the other party during such Billing Period. Where applicable an Interconnect Call Usage Report in the format required in this Schedule shall also be submitted.

- 3.2 At the end of a Billing Period for Switch Termination the Billing Party shall submit to the Billed Party an invoice for Switch Termination Charges as outlined in this Schedule and any other charges for which the Billing Party is entitled to charge the other party. Where applicable a Switch Termination Report in the format required in this Schedule shall also be submitted.
- 3.3 All charges payable under this Agreement shall be calculated in accordance with this Agreement and at the rates specified from time to time in Schedule 5. Invoices raised under this Agreement shall be paid in accordance with Clause 6.10 of the main body of this Agreement.
- 3.4 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of dispatch of that invoice.

For Data Management Amendments the Billing Party shall provide with the invoice appropriate Billing Information to enable Billed Party to accurately process the invoice for same.

**SCHEDULE 6**  
**TECHNICAL STANDARDS AND NETWORK PLAN**

TBC

**SCHEDULE 7**

**TESTING PROCEDURES**

**TBC**



## **SCHEDULE 8**

### **FORECASTS**

Each party shall provide to the other, on 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 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.

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**

**TBC**

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

**TBC**

## SCHEDULE 9

### Conveyance of Calls to Ported Mobile Numbers

This Schedule is effective from the date of the 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 'xx' which have ported from the ICP Network to other mobile networks within Ireland ('Recipient Networks') or with the National Dialling Code '86' which have ported from the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network to Recipient Networks.

#### 2. Description of Service

- 2.1 Subject to the provisions of this Schedule, ICP shall onward convey to Recipient Networks, Calls to Ported Mobile Numbers handed over from the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network to the ICP Network. Calls originating on the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network and National Transit Calls into the ICP Network shall have the National Dialling code "xx". Onward conveyed traffic shall have leading digits as follows:

Recipient Network	Leading Digits
Vodafone	17687
Meteor	17685
Three Ireland Services (Hutchison), formally O2	17686
Tesco	17684
3 (Hutchison)	17683
Lycamobile	17682

- 2.2 Subject to the provisions of this Schedule, THREE IRELAND SERVICES (HUTCHISON) LIMITED shall onward convey to Recipient Networks, Calls to Ported Mobile Numbers handed over from the ICP Network to the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network. Calls originating on the ICP Network and National Transit Calls into the THREE IRELAND SERVICES

(HUTCHISON) LIMITED Network shall have the National Dialling code "86". Onward conveyed traffic shall have leading digits as defined in 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 ICP shall convey Calls to Ported Mobile Numbers, originating on the THREE IRELAND SERVICES (HUTCHISON) LIMITED Network 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 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall convey Calls to Ported Mobile Numbers, originating on the ICP Network 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.
- 3.4 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 ICP's Interconnect Paths.

**5. Charging**

- 5.1 For the conveyance of Calls to Ported Mobile Numbers, THREE IRELAND SERVICES (HUTCHISON) LIMITED shall pay ICP 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	0.00	0.50
Evening	0.00	0.50
Weekend	0.00	0.50

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 THREE IRELAND SERVICES (HUTCHISON) LIMITED shall pay ICP 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.

5.3. For the conveyance of Calls to Ported Mobile Numbers, ICP shall pay THREE IRELAND SERVICES (HUTCHISON) LIMITED 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	0.00	0.50
Evening	0.00	0.50
Weekend	0.00	0.50

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 ICP shall pay THREE IRELAND SERVICES (HUTCHISON) LIMITED 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

### CALLING LINE IDENTIFICATION (CLI) CODE OF PRACTICE

#### 1. PREFIX

The provision of Calling Line Identification (“CLI”) services requires that there is end to end availability and control of the CLI messages, and that these messages are generated in a consistent way and one which respects the law in respect of data protection and privacy. Unless this is achieved the CLI service cannot be provided efficiently as the status of the message (e.g. the validity of the numbers displayed) cannot be guaranteed by the provider of the service and/or might infringe users’ rights. Therefore, consistency is required between the network where the messages are generated (the Originating Network) and the network where the messages are displayed (the Terminating Network). Clearly where these are the same network there is less likelihood of any problem but where interconnection between two or more networks occurs, some way of ensuring that all networks adhere to the same rules is required if customers of CLI display services are to have confidence in such a service and if the CLI needs of the emergency services are to be met.

Against this background, this Code of Practice was designed to achieve a number of objectives:

- (a) to encourage operators to follow a consistent set of rules for CLI to enable the provision of CLI across network boundaries;
- (b) to ensure that the requirements of Data Protection legislation and of the Emergency Services are met;
- (c) to provide a reasonable balance between consumer and producer interests;
- (d) to comply with EU practices and principles in respect of CLI;
- (e) to be flexible so that this set of rules can evolve in an efficient manner to reflect changing technological and other developments.

#### 2. SCOPE

##### 2.1 Networks Covered

This Code of Practice covers all licensed Irish Telecommunications networks interconnected with public telecommunications systems in Ireland where such public networks support both PSTN and/or public ISDN interfaces including GSM networks.

##### 2.2 Call Types Covered

All calls originating or terminating in Ireland which are carried by one or more of the networks covered by this Code (for the avoidance of doubt, transit calls that do not either originate or terminate in Ireland are not covered).

### **3. REQUIREMENTS**

To ensure these various requirements are met, the Parties agree to comply with the European Telecommunications Platform (ETP) Guidelines for Calling Line Identification<sup>1</sup>. Furthermore, the Parties hereby also agree that the following qualifications should apply to the relevant paragraphs of the ETP Guidelines in respect of the application of these guidelines and/or operation of CLI in practice, as appropriate:

#### **Section 3.1.2 Blocking and Unblocking Codes**

The blocking/unblocking codes used on the Irish fixed network are 141 and 142, respectively; and the blocking/unblocking codes used on the Irish mobile network are 131 and 132, respectively;

#### **Section 3.3 Providing a CLI**

Any such subscriber-provided CLI shall only be implemented following explicit approval by the National Regulator and provided the Network Operator offers such a product. The National Regulator will decide on requests for subscriber-provided CLI in accordance with guidelines agreed with industry (currently document NAP80);

#### **Section 3.4 Mobile Telephones**

Not currently applicable;

#### **Section 4.8 Caller Provided CLI**

Any such subscriber-provided CLI shall only be implemented following explicit approval by the National Regulator and provided the Network Operator offers such a product. The National Regulator will decide on requests for subscriber-provided CLI in accordance with guidelines agreed with industry (currently document NAP80);

#### **Section 4.9 Premium Rate & Shared Revenue Numbers**

The use of Premium Rate numbers for CLI purposes is not permitted, as agreed between the National Regulator and industry;

#### **Section 4.10 Non Geographic numbers**

The use of non-geographic numbers apart from premium rate/ shared revenue numbers is permissible subject to explicit approval from the National Regulator and provided the Network Operator offers such a product. Each such case will be decided in accordance with guidelines agreed between industry and the National Regulator (currently document NAP80);

#### **Section 5.5 Call Return Service**

<sup>1</sup> The ETP Guidelines can be found at:

[http://www.etp-online.org/downloads/02\\_051\\_CLI\\_Guidelines\\_Sep\\_2002.pdf](http://www.etp-online.org/downloads/02_051_CLI_Guidelines_Sep_2002.pdf)

Section 5.5 is not applicable.