

**REFERENCE
INTERCONNECT OFFERING**

from

eircom Ltd.

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Version Status Report

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3.12		Emergency Services Service Schedule amended.
3.13	Approved	Comreg Decision Notice D505 Effective from 30 th March 2005 Addition of Service Schedules 124 & 224
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3.18	Approved	ComReg email dated 15 th January 2008
3.19	Approved	ComReg email dated 20 th Jan 2009

3.20	Approved	ComReg email dated 3 rd Feb 2010
3.21	Approved	
3.22	Approved	ComReg email dated 28 Nov 2011

1. Preface

- 1.1 The Reference Interconnection Offer, which is presented in the form of a standard contract, deals with Interconnect Services which eircom offers to operators authorised under the Authorisation Regulations, operating in the Irish market. It also deals with Interconnect Services, which eircom offers to Operators Authorised in other EU Member States, for termination of traffic presented at eircom Interconnect Nodes which originates in other EU Member States.

The charges being made available in this Reference Interconnect Offer will be available to all interconnecting Operators on a non-discriminatory basis. In the event that agreement is reached with any single Operator on new rates for any service covered by this Reference Interconnect Offer, then those rates will be made available to all interconnecting Operators.

Please note that the terms, conditions, service level agreements, guarantees and any other product related assurances of the Call Origination and Call Termination products set out in this RIO are strictly equivalent to those offered to Operators availing of call origination and call termination facilities in the form of eircom's switchless voice service, "eircom White Label".

- 1.2 The Reference Interconnection Offer only applies to,

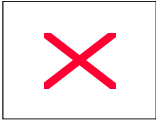
- (a) Undertakings who are authorised under the Authorisation Regulations and who have an entitlement to Interconnect pursuant to the provisions of the Access Regulations.
- (b) Undertakings who have an entitlement to Interconnect and who are authorised to provide electronic communications networks or electronic communications services in other EU Member States and who present traffic at the eircom Interconnect Node which originated in another EU Member State.

Interconnection entails reciprocal rights and obligations. eircom believe they should be able to obtain, where relevant, from the interconnect Operators, similar services on similar terms and conditions as those it offers to that Operator particularly to convey traffic from its customers to the Operator's customers. These services provided by the other Operator subject to agreement shall be included in the Interconnect Agreement between eircom and that Operator.

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

- 1.3 This Reference Interconnect Offer takes effect from the date approved by the National Regulator and shall continue in effect until superseded by a revised Reference Interconnect Offer.

- 1.4 eircom confirms that this RIO contains all interconnect services currently offered by eircom to all relevant operators, including those interconnect services offered to its own retail arm or subsidiaries. If and when new interconnect services are identified, whether as a new development by eircom or an existing interface being re-classified as an interconnect service, eircom will co-operate in the expedient inclusion of such services into the RIO.
- 1.5 eircom reserves the right to review and to revise this Reference Interconnect Offer on a regular basis. Further, eircom shall review and revise this Reference Interconnect offer when required to do so by the National Regulator acting in exercise of the powers conferred on by it by the Access Regulations.
- ~~1.5~~1.6 Any revision of the terms of this Reference Interconnect Offer shall be subject to the approval of the National Regulator. Once approved by the National Regulator, the Revised Interconnect Offer shall replace or amend this Reference Interconnect Offer. Such revised or amended Reference Interconnect Offer shall be published within one (1) week of its approval by the National Regulator.
- 1.7 References to legislative provisions herein are to be construed as references to such provisions as the same may be amended from time to time.



**STANDARD INTERCONNECT
AGREEMENT**

DATED

between

Operator Name

and

eircom Ltd.

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This INTERCONNECT AGREEMENT (hereinafter "Agreement" or "Interconnect Agreement") is made on [Date]

between

[Operator Name] having its registered office at the [Operator Address] (hereinafter referred to as "the Operator" or "Operator")

and

eircom having its registered office at 1 Heuston South Quarter, St. John's Road, Dublin 8, (hereinafter referred to as "eircom")

1. Introduction

Whereas

- A. The Operator is authorised under the Authorisation Regulations, to provide an electronic communication network or electronic communication service pursuant to the provisions of the Authorisation Regulations.
- B. eircom was prior to the entry into force of the Access Directive, required to comply with obligations concerning access and interconnection under the European Communities (Interconnection in Telecommunications) Regulations 1998 (S.I. No 15 of 1998) and is required to continue to comply with such obligations under Regulation 8(1) of the Access Regulations.
- C. The Parties have agreed to interconnect their respective networks, in accordance with the principles set out in the Access Regulations, and to the supply of services and facilities on the terms and conditions as provided for in this Agreement.
- D. The Parties entering into this Interconnect Agreement recognise the necessity of effective interconnection of their networks in the provision of quality telecommunications services to their respective customers. The Parties believe that a fundamental principle of interconnection is to enable customers of one of the Parties to communicate effectively with customers of the other Party and that accordingly:
 - (a) interconnection should not be unnecessarily constrained by technical obstacles or limitations which have no justifiable objective basis;
 - (b) the quality of interconnect services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets for quality of service, operations and maintenance, provisioning and network performance in interconnection;
 - (c) the Parties should exchange technical information willingly in order to make interconnection effective, without prejudice to commercial confidentiality;

- (d) the Parties should at all times act so as to facilitate the speedy and effective operation of this Interconnect Agreement, to the benefit of customers and to their mutual advantage;
- (e) in implementing services and facilities under this Interconnect Agreement, both Parties should endeavour to minimise the attendant costs, provided that this does not result in additional cost attribution to other products and services provided by either Party and is consistent with agreed quality standards.

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

2. Definitions and Interpretation

- 2.1 In this Interconnect Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A or the relevant Annex C Service Schedule.
- 2.2 References to Acts, Statutory Instruments and other legislation including European Community legislation are to such legislation as amended from time to time, any legislation of which it is a re-enactment and also includes any sub-ordinate legislation made from time to time under that legislation.
- 2.3 Terms defined in relevant European Union legislation on the liberalisation of the telecommunication services market or in consequent Irish implementing legislation (which, for the avoidance of doubt includes Decisions published by the National Regulator) shall, where used in this Agreement, have the meanings ascribed to them in such legislation.
- 2.4 The following documents form part of this Interconnect Agreement and, in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:
1. Main body of this Interconnect Agreement
 - Annex A, Definitions
 - Annex B, Billing and Payments
 - Annex C, Service Schedules
 - 2 eircom RIO Price List
 - 3 eircom Switched Transit Routing and Price List
 - 4 eircom Network Price List
 - 5 Non Disclosure Agreement (signed by the Parties)
 - 6 Service Level Agreements
 - 7 Forms - Billing and Order
 - 8 The Network Plan (signed by the Parties)
 - 9 Product Descriptions
 - 10 eircom Call Origination and Termination Routing Scheme
 - 11 Operator Price List (if appropriate)

3. Commencement and Duration

- 3.1 This Agreement takes effect on the date hereof and shall continue until:
- 3.1.1 the Operator ceases to be authorised to provide an electronic communications network or electronic communications service, pursuant to the provision of the Authorisation Regulations; or,

3.1.2 termination pursuant to this Agreement.

4. Network Interconnect

- 4.1 Interconnection for switched Call services between the eircom Network and the Operator Network will be achieved through one or more Interconnect Links. Each Interconnect Link will identify a connection between one of the eircom Interconnect Nodes and one of the Operator Interconnect Nodes. Details of how this shall be achieved are set out in the Network Plan. Interconnect is available at all eircom primary, tandem and national tertiary nodes and the Operator may interconnect at any of these nodes subject to that Interconnect Link being bi-laterally agreed in the Network Plan as defined in clause 10 hereof. The technical standards supported by the eircom network for the purposes of Interconnect are set out in the Technical Manual as amended from time to time.
- 4.2 Interconnect Paths will be provided using either Customer Sited Interconnect, In Span Interconnect or via Transport Links (as described in Service Schedules 001, 002, 005) in accordance with this Agreement.
- 4.3 The actual Point of Interconnect shall be where the eircom Network connects with the Operator Network and shall be a physical point where the connection can be disconnected in order to conduct testing. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the Point of Interconnect to meet the agreed forecasted requirements in the Network Plan. Each Party shall be wholly responsible for the operation and maintenance of this transmission medium.
- 4.4 Separate Interconnect Paths shall be provided to carry the traffic of each Party. Each individual Service Schedule included in this contract will identify whose Interconnect Paths shall be utilised. The cost of both installation and ongoing maintenance of each Interconnect Path shall be borne in full by the Party owning the traffic on that Interconnect Path. A price schedule for Interconnect Paths is as set out in the eircom RIO Network Price List. In the event of insufficient capacity for eircom owned traffic, the Operator may decide that Operator owned capacity be converted to bi-directional and carry the traffic of both Parties for a limited period until sufficient capacity is delivered. For the period that the Interconnect Paths are bi-directional, a retrospective adjustment will be made to the Interconnect Path rental charges to distribute these charges between the Parties based on carried minutes per month.
- 4.5 The ordering periods for new Interconnect Paths shall be as defined in Service Schedule 002 to this Interconnect Agreement.

5. Interconnect Services

- 5.1 The Service Schedules attached to this document at Annex C provide detail on the services which either eircom or the Operator provide on the Interconnect.
- 5.2 For the avoidance of doubt and notwithstanding the Interconnect between the eircom Network and the Operator Network neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Service Schedule.
- 5.3 The Interconnect Paths Service Level Agreement published on eircom's Wholesale website provides details on the timescales for delivery of services and the in service quality standards provided.

6. Charging for Interconnect Services

- 6.1 The charging structure for each Interconnect Service is described in detail in the Service Schedules attached at Annex C. Charges applicable for each service type are as published in the eircom RIO Price List and/or the eircom RIO Network Price List on the eircom website. The method of reviewing the charges given in the eircom RIO Price List and/or the eircom RIO Network Price List is described in clauses 21 and 29 hereof.
- 6.2 The chargeable time for each Call, unless specifically stated as otherwise, shall be the "conversation time" in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988).
- 6.3 Save as may be otherwise provided in a Schedule at Annex C hereof, charges shall not be payable under this Interconnect Agreement by either Party to the other for the conveyance of a Call if the Call is not connected when there is a "ring" tone with no reply, an "engaged" tone, an "number unobtainable" tone or a "network information recorded announcement". For the avoidance of doubt neither customer nor network voice-mail systems shall be regarded as a "network information recorded announcement".

7. New Services

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

- 7.2 Following a request pursuant to clause 7.1, the other Party shall offer to enter into an Interconnect Agreement for the provision of the service or facility on its then current standard terms. For the avoidance of doubt, if the other Party is not eircom then it shall not be obliged to provide any service on standard terms.
- 7.3 If a Party requests from the other Party an agreement for interconnection for the provision of a service which the Requested Party does not make available to third parties, but the Requested Party is obligated to provide such a service, the Requested Party shall enter into good faith negotiations for the provision of such service.
- 7.4 The Requesting Party shall provide the Requested Party with a written statement of its requirements at the time of its request, the Requested Party shall acknowledge receipt of such requests not later than five Working Days after receipt.
- 7.5 Not later than one (1) month, unless otherwise agreed by the Parties, after receipt of statement of requirements, the Requested Party shall confirm whether the statement of requirements is sufficient. If not, the Requested Party shall request any further clarification it may reasonably require.
- 7.6 Subject to the Requesting Party's statement of requirements being sufficient, the Requested Party shall confirm in writing whether it accepts an obligation to enter into an agreement not later than two (2) months after the receipt of the statement of requirements unless otherwise agreed by the Parties.
- 7.7 If it does accept an obligation to do so, the Requested Party shall endeavour to agree the technical and commercial aspects of interconnection within 75 calendar days after receipt of the statement of requirements unless otherwise agreed by the Parties.
- 7.8 If the Requested Party does not accept an obligation, a Dispute may be deemed to have arisen between the Parties and the Parties may invoke the provisions of clause 17 hereof. Negotiations to agree terms for interconnection may nevertheless continue pending resolution of the Dispute.
- 7.9 If the Requested Party is obliged to publish a Reference Interconnect Offer and the request is for a new interconnect service, the agreed technical and commercial terms will be incorporated into a revision to this Reference Interconnect Offer and submitted to the National Regulator for approval. eircom will automatically develop, in conjunction with Third Party Operators, Service Level Agreement for the new Interconnect Service where appropriate.

- 7.10 eircom shall offer new interconnection services and elements to other OAOs with such notice that the OAOs can order and have the new service delivered by eircom at the time that the associated retail service is launched by either eircom or the OAO that initiated the development of the new service. In all cases this will be no less than two weeks and at least equal to the provisioning time of the new interconnection service, to be approved or determined on a service by service basis by the National Regulator. The timescales could be extended by the National Regulator in exceptional circumstances.

8. Measurement of Traffic

- 8.1 The responsibility for traffic measurement shall reside with the Billing Party responsible for that particular Interconnect Service.
- 8.2 Each Party shall ensure that it records measurements of traffic in sufficient detail to meet its obligations as outlined in the Service Schedules attached hereto at Annex C and Annex B.

9. Billing and Payment

- 9.1 Each Party shall bill and reimburse the other Party in accordance with the procedures outlined in Annex B.
- 9.2 Charges shall be payable by one Party to the other provided such charges are specifically referred to in this Interconnect Agreement.
- 9.3 The charges in this Interconnect Agreement are exclusive of VAT unless such charges are stated to be inclusive of VAT. However VAT will be charged on invoices resulting from this Interconnect Agreement.
- 9.4 Invoices are due and payable in EURO. Invoices are payable within 30 calendar days from the date of issue of the invoice.
- 9.5 Each Party shall provide to the other, invoices of all amounts due to it, calculated in accordance with the provisions of the Services Schedules in Annex C hereof (and the applicable price lists).

10. Network Design and Planning

- 10.1 Network design and planning of the Network Interconnect between the Parties is as outlined in the Network Plan. The Network Plan shall cover the next 3 planning years.

- 10.2 The Network Plan shall be reviewed and updated by the Parties on an annual basis and agreed by both Parties by the end of October of each year. However, it may be necessary to review and agree the Network Plan at other intervals as well to comply with and implement directions or requirements of the National Regulator.
- 10.3 The planning year shall be from April 1st to March 31st in each year.
- 10.4 During the first year of operation by the Operator, there shall be a mid year review of the Network Plan which shall be completed within 6 months of signature of this Interconnect Agreement.
- 10.5 In addition to the production of the Network Plan, the Parties will revise the forecasts for existing Interconnect Links on a quarterly basis as provided for in the Interconnect Operations and Maintenance Manual.
- 10.6 The forecasts provided between the Parties represent the good faith expectations of the Parties of their capacity requirements on the Interconnect. In the event that actual capacity activation should be less than that forecast, the penalty regime as set out in the Interconnect Paths Service Level Agreement shall apply. In the event that one Party should request activation of capacity beyond that forecasted, the other Party shall use reasonable endeavours to meet this requirement but cannot guarantee to meet this requirement.

11. Network Alteration and Data Management Amendment

- 11.1 "Either Party (in this clause 11.1, the "Requesting Party") may request the other Party (the "Requested Party") to make Network Alterations. At least 8 weeks notice shall be provided by the Requesting Party for each Network Alteration request. The Requested Party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the cost involved within four weeks of receipt of a Network Alteration request. Network Alterations shall be carried out within the timescales to be agreed by the Parties and the cost of implementing such Network Alterations shall be borne solely by the Requesting Party. If a Requested Party believes that it could not proceed with a requested Network Alteration, either within the timescales requested by the Requesting Party or in any circumstances, the Requesting Party shall be so advised within 2 weeks of receipt of the request. In these circumstances the Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Clause 17 hereof.

- 11.2 Either Party (in this clause 11.2, the "Requesting Party") may request the other Party (the "Requested Party") to make Data Management Amendments. The Parties shall endeavour to minimise the number of Data Management Amendments in each other's Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information. 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 3 weeks in advance of the requested implementation date.
- 11.3 The following Data Management Amendments shall be carried out free of charge to the other Party and within 3 weeks of the request referred to in clause 11.2:-
- (a) Any Data Management Amendment required to activate number ranges allocated or amended by the National Regulator.
 - (b) Any Data Management Amendment required for route management purposes which the parties agree is necessary for the efficient operation of Interconnect.
 - (c) Any Data Management Amendment which is jointly agreed to be of mutual benefit to both Parties or of a financial benefit to the Requested Party.
- 11.4 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 2 weeks of receipt of a request. The charges for such a Data Management Amendment shall be as set out in Service Schedule 302 in eircom's RIO Price List. The Requested Party shall implement the Data Management Amendment within 3 weeks of the Requesting Party agreeing to pay such charge.
- 11.5 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 timescales requested or in any circumstances, the Requesting Party shall be advised within 2 weeks of receipt of the request.
- 11.6 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 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. The charges for such a Data Management Amendment shall be as set out in Service Schedule 302 in eircom's RIO Price List.
- 11.7 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.

12. Network Safety and Protection

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

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

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

12.2 Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the relevant approvals authority for attachment to its Network.

13. Numbering

13.1 Each Party shall use numbers in accordance with the Irish national numbering scheme including National Numbering Conventions and shall comply with the numbering provisions in the Network Plan.

13.2 CLI shall be used for presentation purposes in accordance with the Calling Line Identification (CLI) Code of Practice as published on the eircom Wholesale website as agreed with the National Regulator following negotiations with industry if appropriate. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation and regulation and those of individual customers of the Parties.

14. Quality of Service

14.1 The Parties shall use their reasonable endeavours to meet the performance standards as specified in the Interconnect Operations and Maintenance Manual.

15. Provisioning, Operation and Maintenance

15.1 The procedures for the installation and testing of the initial Interconnect as well as for the continued operation and maintenance thereof shall be governed by the provisions of the Interconnect Operations and Maintenance manual.

16. Provision of Information

16.1 Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information on protocols in

use by that other Party which are required for interconnection, conveyance of Calls or the provision of services specified in this Interconnect Agreement if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

- 16.2 Notwithstanding any provision of this Interconnect Agreement a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.
- 16.3 The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 16.4 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 16.5 Subject to clause 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per Clause 19, by the Disclosing Party or any third party at the time when the information was provided.
- 16.6 Nothing in this Interconnect Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Irish or European Union data protection legislation or regulation.

17. Resolution of Disputes

- 17.1 Each Party shall use its reasonable endeavours to resolve any Disputes between them concerning the implementation, application or interpretation of this Interconnect Agreement, excluding those covered by Annex B, in the first instance through negotiation between the parties through the normal contacts, hereinafter referred to as Level 1.
- 17.2 In the event of the Parties failing to resolve the dispute at Level 1 Negotiation within 2 weeks either Party shall have a right to invoke the dispute procedures specified herein on the service of notice to that effect upon the other Party. The Party serving the notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute
- 17.3 Upon service of such notice the Dispute shall be escalated to Level 2. The parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.

- 17.4 If the endeavours of the parties to resolve the Dispute at Level 2 are not successful within 2 weeks of escalation of the Dispute to Level 2, either party may upon service of notice to the other escalate the Dispute for determination by the National Regulator, hereinafter referred to as Level 3. All relevant details with regard to the nature and extent of the Dispute shall be furnished to the National Regulator together with a record of matters which have been agreed or not agreed at Levels 1 and 2.
- 17.5 The name of each party's liaison contact and representative at each level of consultation shall be as specified in the clause 25. No change to a liaison contact or representative shall be effective until it has been notified to the other party.
- 17.6 The time limits specified at paragraphs 17.2 and 17.4 above may be extended by mutual agreement between the parties.
- 17.7 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Interconnect Agreement.
- 17.8 Nothing herein contained shall prevent a Party from:
- (a) seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or
 - (b) automatically referring the dispute to the National Regulator without recourse to Level 1 or Level 2 Negotiation in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution. Without prejudice to the foregoing each Party undertakes to avail of the Level 1 and Level 2 procedures set out herein, prior to referring the dispute to the National Regulator save in exceptional circumstances.

18. Breach, Suspension and Termination

- 18.1 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 18.2 If a Party is in material breach of this Interconnect Agreement (excluding failure to pay an undisputed sum due hereunder which is subject to Clauses 18.15 through 18.20), the other Party may serve a written notice (the "breach notice") on the Party in breach specifying the breach and requiring it to be remedied within:
- 18.2.1 30 calendar days from the date of receipt of such breach notice; or

- 18.2.2 in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.
- 18.3 If the Party in breach fails to remedy the breach within such period as may be specified by the Party not in breach pursuant to clause 18.2 the Party not in breach may, until such breach is remedied, suspend performance of such of its obligations under this Interconnect Agreement as is reasonable in the circumstances.
- 18.4 If the Party in breach fails to remedy the breach within the period stated in the breach notice, the Party not in breach may terminate this Interconnect Agreement on three months' written notice provided always that if the Party in breach remedies the breach within such three months' notice period, this Interconnect Agreement shall not terminate as a result of such notice.
- 18.5 This Interconnect Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:
- 18.5.1 is unable to pay its debts within the meaning of the Companies Acts 1963 - 2001; or
 - 18.5.2 has a Receiver or Examiner appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets; or
 - 18.5.3 has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
 - 18.5.4 enters into a voluntary arrangement with creditors under the Companies Acts 1963 - 2001; or
 - 18.5.5 ceases to carry on business.
- 18.6 Either Party may terminate this Interconnect Agreement by giving at any time to the other not less than 24 months written notice to terminate.
- 18.7 After a notice has been given pursuant to clause 18.6 a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.
- 18.8 Following a request pursuant to clause 18.7, if, on termination of this Interconnect Agreement either Party would be obliged under its Authorisation to enter into a new interconnection agreement with the other Party then the Parties shall carry on good faith negotiations with a view to entering into a new agreement to take effect on termination of this Interconnect Agreement.
- 18.9 Upon termination or expiry of this Interconnect Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by

the other Party of equipment (if any) supplied by that other Party. Each Party shall use reasonable endeavours to recover equipment made available by it.

- 18.10 If 30 calendar days after the termination or expiry of this Interconnect Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 10 calendar days of the date of the demand.
- 18.11 Without prejudice to a Party's rights upon termination or expiry of this Interconnect Agreement, a Party shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under this Interconnect Agreement for a period extending beyond the date of such termination or expiration.
- 18.12 Termination or expiry of this Interconnect Agreement shall not be deemed a waiver of a breach of any term or condition of this Interconnect Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
- 18.13 Notwithstanding the termination or expiry of this Interconnect Agreement clause 16, 18.9, 18.10, 18.11, 20, 21 and 24 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.
- 18.14 Each of the Parties' right to terminate or suspend performance of this Interconnect Agreement pursuant to this clause 18 is without prejudice to any other rights or remedies available to either Party. In particular nothing contained herein shall prevent a Party who has been served with a breach notice pursuant to clause 18.2 hereof (and who is of the reasonable opinion that no such material breach has occurred) referring the matter to the National Regulator for determination. The Parties shall use their best endeavours to ensure that the National Regulator shall determine the issue as expeditiously as possible after hearing submissions and representations from both Parties. The remedies available to the Party alleging a breach under this clause 18 by the other Party shall not be exercised by it pending adjudication on the matter by the National Regulator.
- 18.15 In the event either Party fails to remit payment for services under this Agreement in accordance with the provisions of Annex B, Billing and Payment, such failure shall constitute a material breach ("Payment Breach") and the non-breaching Party shall be entitled to issue a breach notice requiring this breach to be remedied within ten (10) calendar days or such longer time as the non-breaching Party may deem reasonable under the circumstances save for circumstances governed by sub-clause 18.20.

- 18.16 If the breaching Party remedies the breach within the period set out in Clause 18.15 the non-breaching Party shall not terminate the Agreement provided that Clause 18.20 does not apply.
- 18.17 In the event the breaching Party fails to remedy the Payment Breach within the time provided in the breach notice, the non-breaching Party may initiate credit vetting as defined in clause 19 of this agreement. The purpose of this vetting is to establish whether the non-payment is likely to cause a specific financial risk to the non-breaching party, due to the financial circumstances of the breaching party.
- 18.18 If justified by credit vetting, the non-breaching party may request a financial security guarantee following the principles outlined in clause 19.
- 18.19 Failure (within the time specified in Clause 19) or refusal (at any time) by the breaching party to provide a financial guarantee shall give the non-breaching party the right to terminate the agreement with 30 days' notice.
- 18.20 If, following the service of three previous breach notices, a Party is in Payment Breach on a fourth occasion during a twenty-four month period, this Agreement may be terminated by the non-breaching Party by the service of a written notice of termination on the Party in breach. Termination shall take effect thirty (30) days from the date of issue of the notice. Termination may be effected regardless of whether or not the Payment Breach is remedied during this period. The payment obligations survive termination.

19. Credit Assessment and Credit Risk Management

- 19.1 eircom may carry out credit vetting of a prospective Operator prior to establishing an Interconnect Agreement. The method to be used by eircom will be communicated to the Operator and will be applied consistently to all Operators.
- 19.2 Should the result of the credit vetting of a prospective Operator confirm that the provision of interconnect service poses a financial risk which is greater than can be controlled by a credit limit (which eircom shall justify), eircom has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of services to be provided, and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee, and eircom shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review during the first year of operation. Thereafter, the review procedures relating to Operators set out in Clause 19.4 shall apply. Failure to provide a suitable guarantee within 30 days (or such longer period as eircom may reasonably allow) will be sufficient reason to prevent this Agreement coming into force.
- 19.3 eircom may carry out credit vetting of an existing Operator where eircom has reasonable concern about the ability of the Operator to cover debts including

without limitation where eircom has evidence of a poor payment history or the Operator's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the Operator and will be standard to all Operators.

- 19.4 Should the result of credit vetting of an existing Operator confirm the existence of a financial risk, eircom has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of interconnection payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and eircom shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified. eircom reserves the right to treat failure to provide an agreed security within 30 days (or such longer period as eircom may reasonably allow) of the date of eircom's request as a breach of this Agreement.
- 19.5 A financial security (including one sought as part of default procedures set out in clause 18) may only be required by eircom where eircom has assessed credit risk in accordance with Clause 19.2 or 19.4.
- 19.6 Should an existing Operator have reasonable concern about the ability of eircom to cover debts, the Operator may carry out credit vetting. Should the result of credit vetting confirm the existence of a financial risk, the Operator has the right to request a form of financial security. The principles to be followed are as set out in Clause 19.4.
- 19.7 For avoidance of doubt, any disputes relating to credit vetting and credit management shall be subject to the conditions set out in Clause 17 of this Agreement.

20. Confidentiality

- 20.1 The Parties agree to treat as confidential all confidential information defined as such in the Non Disclosure Agreement.
- 20.2 The contents of this Interconnect Agreement, either in one or more parts or in its entirety, may not be divulged to any Third Party, with the exception of the National Regulator, without the written consent of both Parties.

21. Intellectual property rights

- 21.1 Except as expressly otherwise provided in this Interconnect Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Interconnect Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in

this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

22. Review

- 22.1 A Party may seek to amend this Interconnect Agreement by serving on the other a review notice if:
- 22.1.1 either Party's authorisation is materially modified (whether by amendment or replacement); or
 - 22.1.2 a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing electronic communications in Ireland or the EU; or
 - 22.1.3 this Interconnect Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
 - 22.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Interconnect Agreement; or
 - 22.1.5 this Interconnect Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Clause 24 hereof; or
 - 22.1.6 there is a general review pursuant to clause 22.3 hereof.
- 22.2 A review notice shall set out in reasonable detail the issues to be discussed between the Parties.
- 22.3 A Party may initiate a general review of this Interconnect Agreement by serving a review notice during the period of three months commencing on 1st October in any year.
- 22.4 The charges set out in the eircom RIO Price List, eircom RIO Network Price List and Switched Routing Transit and Price List and contained in the Operator Price List for the Interconnect Services which are set out in the attached Service Schedules at Annex C shall, in any case, be reviewed on an annual basis commencing on 1st October in any year.
- 22.5 On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Interconnect Agreement.
- 22.6 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Interconnect Agreement shall remain in full force and effect.

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

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

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

22.7.3 the amendment or amendments to be made.

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

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

23 Force Majeure

23.1 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligation under this Interconnect Agreement caused by a Force Majeure Event. For such purposes a "Force Majeure Event" means any event beyond the reasonable control of a Party, including act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omission of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.

23.2 The Party initially affected by a Force Majeure Event shall promptly notify the other of the circumstances in question and their effect on the performance of obligations under this Interconnect Agreement, and the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Event notification").

23.3 Upon cessation of the service effects of the Force Majeure Event the Party initially affected by a Force Majeure Event shall promptly notify the other of such cessation.

23.4 If as a result of a Force Majeure Event, the performance by the Party, initially affected, of its obligations under this Interconnect Agreement is affected, such Party shall, subject to the provisions of clause 22.6, perform those of its obligations not affected by a Force Majeure Event. In performing those of its obligations not affected by a Force Majeure Event,

the Party initially affected by a Force Majeure Event shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.

23.5 To the extent that a Party is prevented as a result of a Force Majeure Event from providing all of the services or facilities to be provided under this Interconnect Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

23.6 Following a Force Majeure Event notification and if the effects of such Force Majeure Event continue for:

23.6.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to clause 22.3) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

23.6.2 a continuous period of 6 months or more from the date of the Force Majeure Event notification (and notice of cessation has not been given pursuant to clause 22.3), the Party receiving the Force Majeure Event notification shall be entitled (but not obliged) to terminate this Interconnect Agreement by giving not less than 30 working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days notice. If this Interconnect Agreement is not terminated in accordance with the provisions of this clause 22.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

24. Limitation of Liability

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

24.2 Subject to clause 23.4, if a Party is in breach of any of its obligations under this Interconnect Agreement to the other Party (excluding obligations arising under this Interconnect Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of

statutory duty) such Party's liability to the other shall be limited to one and a quarter million EURO's (€ 1,250,000) for any one event or series of connected events and two and a half million EUROS (€ 2,500,000) for all events (connected or unconnected) in any period of 12 calendar months.

- 24.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Interconnect Agreement, howsoever caused.
- 24.4 Each provision of clause 24 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

25. Assignment of Rights and Obligations

- 25.1 Unless otherwise agreed in writing, and subject to clause 24.2, no rights, benefits or obligations under this Interconnect Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.
- 25.2 No consent is required under clause 24.1 for an assignment of rights, benefits or obligations under this Interconnect Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network to an associated company provided that such successor or Associated Company is authorised under the Authorisation Regulations, to operate the Network of the assigning Party.
- 25.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Interconnect Agreement.

26. Notices

- 26.1 A notice shall be duly served if:
- 26.1.1 delivered by hand, at the time of actual delivery;
- 26.1.2 sent by facsimile, upon its receipt being confirmed;
- 26.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.
- 26.2 Except if otherwise specifically provided all notices and other communications relating to this Interconnect Agreement (Level 1) shall be in writing and shall be sent as follows:

If to the Operator:

Contact,	Telephone	01 xxxxxxxx
Address,	Facsimile	01 yyyyyyyy
Address,		
Address,		

If to eircom:

Wholesale Contracts Manager
 Wholesale
 eircom
 1 Heuston South Quarter St. John's Road
 Dublin 8

Telephone: 01 600 4609
 Facsimile: 01 428 6240

or to such other addresses as the Parties may notify from time to time pursuant to this clause 26.

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

If to the Operator:

Contact	Telephone	01 xxxxxxxx
Address,	Facsimile	01 yyyyyyyy
Address,		
Address,		
Address,		
Address,		

If to eircom:

Head of Wholesale Products
 Wholesale
 eircom
 1 Heuston South Quarter
 St. John's Road
 Dublin 8

Telephone: 01 600 4627
 Facsimile: 01 428 6240

27. Entire Agreement

27.1 This Interconnect Agreement represents the entire understanding of an agreement between the Parties in relation to the subject matter of this

Interconnect Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

28. Waiver

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

29. Severability

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

30. Amendments

30.1 Any amendments to the eircom RIO pursuant to directions issued by the National Regulator: -

- In relation to the setting/adjustment of eircom prices in the eircom RIO Price List and/or the eircom Network Price List;
- The text change process contained in Decision Notice D10/02; and
- Any other directions, decisions, determinations, specific obligations, obligations, measures and requirements of the National Regulator relating to the eircom RIO

shall be deemed to be automatically incorporated into this Interconnect Agreement with immediate effect from the date the directions have been issued by the National Regulator.

30.2 Any amendments to the eircom RIO under this Interconnect Agreement for the inclusion of new RIO services pursuant to directions issued by the National Regulator and, amendments to Operator prices excluding those specified in Clauses 30.4 and 30.5 shall, in order to be valid, be in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining provisions of the Interconnect Agreement. Amendments to the eircom RIO for inclusion of new RIO services shall continue to follow the process set out in Clause 7 of the RIO.

30.3 Notwithstanding Clause 30.1, in the context where eircom has reciprocal obligations with an OAO, the automatic incorporation of changes in the Interconnect Agreement shall apply to eircom's obligations only.

- 30.4 Amendments and/or modifications to the eircom Switched Transit Routing and Price List shall not be subject to the requirements of Clause 30.2. Amendments, changes and/or modifications to the eircom Switched Transit and Routing Price List shall be effective and binding upon the Operator in accordance with the terms and conditions of published Service Schedule 104 provided the processes for price changes and the introduction of new services as set out in Appendix 1 of the eircom Switched Transit and Routing Price List are complied with. Such changes shall not require separate written agreement between the parties to take effect.
- 30.5 In the context of Number Translation Codes, amendments, changes and/or modifications to the Operator Price List shall not be subject to the requirements of Clause 30.2 where expressly provided in the Service Schedule and provided the Parties follow the processes in Appendix 1 of the Operator Price List.

31. Relationship of Parties

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

32. Governing Law

- 31.1 The interpretation, validity and performance of this Interconnect Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

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

SIGNED for and on behalf of
the Operator:

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION]

[DATE]

SIGNED for and on behalf of
eircom:

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION]

[DATE]

ANNEX A**DEFINITIONS**

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

"Access Regulations"	European Communities (Electronic Communications Networks and Services) (Access) Regulations 2003 (SI 305 of 2003).
"Accessible"	Locations and addresses at which either eircom currently provides standard fixed line telephony service, or which can be reached without difficulty.
"Actual Date of Delivery"	The date on which Interconnect Paths, Transport Links and End User Links actually come into service.
"Answer Signal"	The signal required by the call originating Network to indicate connection to the called party.
"Associated Company"	Is a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings ascribed thereto in section 155 of the Companies Act 1963 – 2001 or any subsidiary of any such Holding Company.
"Authorisation Regulations"	European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2003 (SI 306 of 2003).
"Bi-directional Interconnect Paths"	A bi-directional Interconnect Path is a 2Mbit/s Path that allows call traffic to physically be conveyed both from the eircom network towards the Operator network and from the Operator network towards the eircom network.
"Billing Information"	That information which must be provided by the Billing Party in support of invoices issued under this Interconnect Agreement as agreed by the Parties to enable the billed Party to validate an invoice.

“Billing Party”	The Party who is issuing any particular invoice.
“Billing Period”	The agreed intervals at which billing takes place under this Interconnect Agreement.
“Call”	A transmission path through telecommunications networks, PSTN or ISDN, for the sending of messages, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party’s Network, PSTN or ISDN, and the conveyance by that Party in accordance with this Interconnect Agreement of a message (if any) over such transmission path.
“Call Origination”	A Call originated by a customer in one Network utilising the Carrier Access or Carrier Selection or Carrier Pre-Selection code assigned to an alternative network operator who will invoice the caller for the relevant charges associated with the Call.
"Catchment Area"	Is the area served by an exchange and, in the case of tandem switches, the area also served by primary switches supported by that tandem. It is also used to indicate all subscriber numbers directly connected to a given exchange, and in the case of tandem switches, all numbers also connected to primary switches supported by that tandem.
“CLF”	Calling Line Identification as defined by the ITU-T.
“Commencement Date of Charging”	The date on which charging for an Interconnect Path, Transport Link and/or End User Links commences.
“Committed Uptake”	The level of Interconnect Paths the Party is financially committed to pay the respective Party for, regardless of whether or not the Interconnect Paths are actually ordered.
“Customer Number Range”	Any number range, either geographic or non geographic, from which individual numbers or groups of numbers are assigned to specific end user customers.

“Data Management Amendment”	Such data reconfiguration of the eircom Network or the Operator Network as is necessary for the access, routing and charging of Calls;
“Default Interest Rate”	Euribor + four (4%) (3 month rate) applied to amount in default.
“Disclosing Party”	A Party disclosing information covered by this Interconnect Agreement.
“Dispute”	Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Interconnect Agreement (excluding breaches of this Interconnect Agreement).
“Due Date”	A date which is 30 calendar days after the date of an invoice.
“eircom Call Origination Primary Charge”	The charge applied to Carrier Selection and Carrier Access and Carrier Pre Selection Calls which originates on a geographic number whose controlling switching centre in the eircom network is also the eircom Interconnect Node for that call.
“eircom Call Origination Tandem Charge”	The charge applied to Carrier Selection and Carrier Access and Carrier Pre Selection Calls which originates on a geographic number whose controlling switching centre in the eircom network is parented off the eircom Interconnect Node at which the call is delivered from the eircom Network.
“eircom Call Origination Double Tandem Charge”	The charge applied to Carrier Selection and Carrier Access and Carrier Pre Selection Calls which originates on a geographic number whose controlling switching centre in the eircom network is not eircom the Interconnect Node or the controlling parent of the Interconnect Node at which the call is delivered from the eircom Network.
“eircom Interconnect Node”	eircom switching centre from which Interconnect Services are offered.

“eircom International Access”	Calls handed over from the Operator network for termination outside Ireland routed via the eircom network.
“eircom Local Exchange”	The eircom exchange from which standard fixed line telephone service is provided to the location concerned.
“eircom National Termination”	Calls handed over from the Operator network which terminate on geographic number ranges in the eircom network within Ireland.
“eircom National Termination Primary Charge”:	The charge applied to a national termination Call which terminates on a geographic number whose controlling switching centre in the eircom network is also the eircom Interconnect Node for that Call.
“eircom National Termination Tandem Charge”:	The charge applied to a national termination Call which terminates on a geographic number whose controlling switching centre in the eircom network is parented off the eircom Interconnect Node at which the Call is delivered to the eircom Network.
“eircom National Termination Double Tandem Charge”	The charge applied to a national termination Call which terminates on a geographic number whose controlling switching centre in the eircom network is not the eircom Interconnect Node or the controlling parent of the Interconnect Node at which the Call is delivered to the eircom Network.
“eircom Network”	The total infrastructure operated by eircom to provide electronic communications services.
“eircom RIO Network Price List”	Sets out the Prices applicable to the network services provided by eircom, more particularly, Interconnect Paths, FRIACO Interconnect Paths, Transport Links and End User Links.

“eircom RIO Price List”	Sets out the prices applicable for access to eircom services and eircom retention rates in accordance with the provisions of the (Electronic Communications Networks and Services) (Access) Regulations, 2003 (S.I. No. 305 of 2003) and any other applicable regulation.
“eircom Tertiary Interconnect Node”	A eircom tertiary (Gateway) switching centre from which Interconnect Services are offered.
"Framework Regulations"	European Communities (Electronic Communications Networks and Services (Framework) Regulations 2003 (S.I. 307 of 2003)
“Intellectual Property”	Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.
“Interconnect”	The connection of the eircom and Operator Networks for the conveyance of the electronic communications traffic outlined in Annex C.
“Interconnect Agreement”	The agreement between eircom and the Operator for the purposes of Interconnect which shall include all the documents listed in Clause 2.4 and the associated forms on the eircom wholesale website.
“Interconnect Link”	The connection between a eircom Interconnect Node and an Operator Interconnect Node. This connection may be uni-directional or bi-directional depending on an Operator’s traffic requirements.
“Interconnect Network”	The combination of all the Interconnect Links between the two Parties which represents the totality of the connection of the two Networks.
"Interconnect Node Identifier"	A string that identifies the interconnect node in question for billing purposes.

“Interconnect Path”	A single 2 Mbit/s circuit between a eircom Interconnect Node and an Operator Interconnect Node
“Interconnect Service”	An electronic communications service for which agreement has been reached by the Parties to convey on the Interconnect.
“Interconnect Services”	All Interconnect Services as detailed in Annex C.
“Interconnect Traffic”	Electronic communications traffic conveyed between the Parties by way of Interconnect.
“Interconnect Usage Report”	A report providing the Billing Information attached to each Interconnect Traffic invoice.
“Intra-building”	The equipment necessary to terminate an Interconnect Path on an Interconnect Node and switch Interconnect Traffic.
"Main Body":	Clauses 1 through 32 of this Interconnect Agreement.
“National Regulator”	The Commission of Communication Regulation or any person or body designated as the National Regulatory Authority pursuant to EC Council Directive 2002/21/EC.
“Network”	The eircom Network or the Operator Network as the case may be.
“Network Alteration”:	A physical change within one Party’s Network which is necessitated, to ensure continued efficient operation of the Interconnect, by a change made by the other Party to this Interconnect Agreement without bi-lateral agreement.
“Network Information Recorded Announcement”:	An announcement provided by eircom or the Operator which provides information to the calling party in relation to the digits dialled and the progress towards connection of the Call.
“Network Modification”:	A software change within one Party’s Network which is necessitated, to ensure continued efficient operation of the

	Interconnect, by a change made by the other Party to this Interconnect Agreement without bi-lateral agreement.
“Network Plan”:	Has the meaning ascribed to it in clause 10 hereof.
"Non Disclosure Agreement":	Means the Non Disclosure Agreement for Interconnection Services signed between the Parties on (to be inserted) which is incorporated into this Agreement.
“Number Unobtainable”:	A tone provided by eircom or the Operator of the called Network in cases where the called number is not active.
“Operator”	The undertaking entering into this Interconnect Agreement with eircom.
“Operator Interconnect Node”:	The Operator switching centre from which interconnect services are offered.
“Operator Network”:	The total infrastructure operated by the Operator to provide electronic communications services.
Operator Price List	Sets out the prices applicable for access to certain Operator Services including but not limited to National Termination.
"Other Authorised Operator (OAO)	An undertaking other than eircom which is authorised to provide electronic communications networks and/or services.
“Party”:	A party to this Interconnect Agreement.
“Partial Private Circuits”:	means the product offering directed in Decision Notice D17/02 as set out in the Partial Private Circuit Product Description comprising Transport Links and End User Links
“Point of Interconnect”:	The point at which the eircom Network connects with the Operator Network on each Interconnect Path.
"PoP":	A PoP typically consists of transmission equipment and, where applicable, switching equipment and other resources which permit the conveyance of signals between

defined termination points by wire, by radio by optical or other electronic means.

- “Ready for Service date”:** The date by which an ordered Interconnect Path or other activity requested by one Party of the other is requested to be available.
- “Receiving Party”:** A Party who received any information from the other Party in relation to the Interconnect or Interconnect Services.
- “Requested Party”:** The Party who has been requested by the other Party to carry out some activity in relation to the Interconnect, Interconnect Services or Partial Private Circuits.
- “Requesting Party”:** The Party who is requesting the other Party to carry out some activity in relation to the Interconnect, Interconnect Services or Partial Private Circuits.
- “Service Schedules”:** The schedules attached at Annex C which describe the Interconnect Services and the basis on which they are conveyed on the Interconnect.
- “Third Party”:** Any Party other than the Parties to this Interconnect Agreement.
- “Third Party Operators”:** All authorised Operators interconnected with eircom but not party to this Agreement.
- “USO Regulations”:** European Communities (Electronic Communications Networks and Services (Universal Service and Users' Rights) Regulations 2003 (SI 308 of 2003).
- “Working Day”:** The time between 09:00 - 17.00 on any day other than Saturdays, Sundays or Public Holiday as defined in the Second Schedule to the Organisation of Working Time Act, 1997.

ANNEX B**BILLING AND PAYMENT****INDEX**

1	Definitions
2	Recording of Call Billing Information
3	Exchange of Call Billing Information
4	Transport Links, Interconnect Paths and End User Links Billing
5	Invoices
6	Payment
7	Disputes
8	Artificial Inflation of Traffic

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

1. Definitions

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

2. Recording of Billing Information

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

2.2 The following Billing Information shall be recorded for each Call type for which there is an entry in the Service Schedules:

2.2.1 Interconnect Node identifier;

2.2.2 the dialled digits and/or such other information as may be agreed;

2.2.3 Calling Line Identification (CLI) (if available); and

2.2.4 the date and the time when the Answer Signal is received by the Party providing the Billing Information.

2.2.5 Chargeable Call Duration (whether measured or derived).

2.2.6 The service type involved to the level of detail specified in the relevant Service Schedule

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

3. Exchange of Billing Information

3.1 The Billing Party shall process the information specified in paragraph 2.2 so as to produce the matrix outlined below in Table 1, which shall be referred to as the Interconnect Usage Report.

Table 1

Call Type			
Service Type	Total Number of Calls	Total Duration	Total Revenue
	N	M	R
TOTAL	ΣN	ΣM	ΣR

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

Where: N = the total number of Calls

Where: M = the total Chargeable Call Duration

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

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

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

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

- 3.4 The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.
- 3.5 If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that Billing Information supplied by the other Party pursuant to this paragraph shall have been supplied via a verification system (rather than a Billing System) and such other Party cannot warrant that the information is free of error.
- 3.6 If the Parties' monitoring of their respective Billing Information indicates a persistent inconsistency in reconciling Billing Information provided by the Parties' respective Billing Systems, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency, including, subject to the Parties agreement, the reference of the matter for investigation and resolution by such appropriate independent consultant as the Parties may agree, or in default of agreement, as may be nominated by Institute of Chartered Accountants. Such independent consultant shall act as an expert and not as arbitrator and whose decision, in the absence of manifest error, shall be final and binding. The Parties shall co-operate in such investigation. The independent consultant's costs for such investigation shall be paid by the Parties in such proportions as the independent consultant shall decide.
- 3.7 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within 24 months of the date of the end of that Billing Period. When either party becomes aware of an error in the process, they must undertake all reasonable endeavours to make the necessary correction and where possible an estimate of the financial impact of these undetected errors should be provided.
- 3.8 In the event of the Billing Information not being available to either Party in time to produce the monthly invoice, the Parties agree that an invoice may be produced based on estimated Billing Information. This estimate shall be derived using the following formula for the required detail of each separate traffic stream in the Services Schedules;

$$\text{Traffic Month N} = \text{Traffic Month (N-1)}$$

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

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

4. Interconnect Path Billing

- 4.1 Transport Links, Interconnect Path and End User Links billing shall be carried out in accordance with the charging structure as outlined in the eircom RIO Network Price List and shall conform to the terms and conditions provided in Clause 6 hereof.
- 4.2 The commencement of charging for Transport Links, Interconnect Paths and End User Links will be in accordance with the relevant Service Schedules to this Interconnect Agreement. The Billing Period for , Interconnect Paths shall be quarterly with each quarter commencing on the 1st January, 1st April, 1st July and 1st October. The Billing Period for Transport Links and End User Links shall be monthly in advance commencing of the first (1st) day of each month.¹
- 4.3 Transport Links, Interconnect Path and End User Link billing shall involve an initial invoice for Installation Costs and Rental Costs from the Commencement Date of Charging to the start of the next Billing Period. Thereafter invoicing will be monthly in advance.
- 4.4 The Billing Information for Transport Links, Interconnect Paths and End User Links shall be based on the information provided for in Table 1 below.

Table 1

CIRCUIT NUMBER	A-END ADDRESS	B-END ADDRESS	CIRCUIT TYPE	CONNECTION FEE	RENTAL

5. Invoices

- 5.1 At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Calls as outlined in clause 3, Transport Links, Interconnect Paths and End User Links as outlined in clause 4 and other services provided as part of this Interconnect Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period.
- 5.2 All charges payable under this Interconnect Agreement shall be calculated in accordance with this Interconnect Agreement and at the rates specified from time to time in the appropriate price list. Invoices raised under this

Interconnect Agreement shall be paid in accordance with Clause 9 of the Main Body of this Interconnect Agreement.

- 5.3 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of despatch of that invoice.
- 5.4 For services (other than Call traffic, Transport Links, Interconnect Paths and End User Links) the Billing Party shall provide with the invoice appropriate Billing Information to enable the non-billing Party to accurately process the invoice for such services.
- 5.5 It may be necessary from time to time to issue an additional Invoice or credit note (in accordance with the terms of this agreement) in order to recover charges arising from the under or over-billing of services or as a result of agreement between the parties. The issuing party shall also provide a reasonable level of detail to support the additional invoice or credit note. Such invoices or credit notes may be subject to Clause 7 of this Annex B in the event of a dispute.

6. Payment

- 6.1 Subject as stated below, all charges due by one Party to the other under this Interconnect Agreement shall be payable by the Due Date.
- 6.2 If, pursuant to paragraph 7.1 of this Annex B, either Party shall have notified the other of a dispute relating to such invoice and such dispute shall not have been resolved before the Due Date, and if the amount in dispute represents:
- 6.2.1 less than 3 percent of the total amount (excluding VAT) of the relevant invoice and less than 6,250 EURO the total amount invoiced; or
- 6.2.2 3 per cent. or more of the total amount (excluding VAT) of the relevant invoice or greater than 6,250 EURO the amount in dispute may be withheld until the dispute is resolved and the balance;

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

- 6.3 Notwithstanding notification of a dispute pursuant to clause 7.1 or 7.5 of this Annex B, if a Party fails to pay on the Due Date any amount due under this Interconnect Agreement or shall overpay any amount, the payee or, as the case may be (subject to clause 6.5) the over-payer, shall pay or be paid interest at the Default Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.
- 6.4 Interest at the Default Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later

of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Default Interest Rate shall accrue day by day and shall not be compounded.

- 6.5 If such overpayment results from information provided by the overpayer (which is not attributable to information provided by the payee Party), the payee Party shall be under no obligation to pay any interest at the Default Interest Rate on the amount overpaid.
- 6.6 VAT shall be added to all or any part of the charges under this Interconnect Agreement and shall be paid by the Party responsible for making such payment.

7. Billing Disputes

- 7.1 A Billing Dispute can only be raised where a financial value can be identified as a dispute and where the Billed Operator maintains, through reasonable comparison methods that their equivalent financial values are different to those contained on the invoice (“Billing Dispute”). Financial values can differ, for example, where traffic volumes, traffic routing, products included and/or rates charged, do not correspond. Any Billing Dispute raised that is not in accordance with the procedures of this Clause set out below will not be accepted by the Billing Operator and will not be governed by this Annex. Each Party shall use its reasonable endeavours to resolve Billing Disputes with the other.

Investigation Procedure

- 7.2 If either Party (“the Disputing Party”) disputes the accuracy or content of an invoice delivered pursuant to this Agreement the Disputing Party shall:
- (a) notify the Billing Party in writing, no later than 1 Working Day prior to the Due Date of the disputed invoice if monies are being withheld, or within 24 months of the date of the end of that Billing Period, that it intends to raise a Billing Dispute. This notification shall be accompanied by all relevant details of the Billing Dispute. Where traffic volumes are being disputed, the disputing Party shall forward, in soft copy, traffic details specifically for the disputed period as follows:
- (i) Total daily minutes for the product under dispute, distilled by the relevant Interconnect Node and the relevant Interconnect Route.
 - (ii) Total daily Calls for the product under dispute by the relevant Interconnect Node and the relevant Interconnect Route.

This notification shall be in the form set out in the Billing Dispute Notification Form as published on the eircom Wholesale website.

(b) Receipt of a Billing Dispute notice commences a Phase 1 Investigation.

7.3 The Billing Party shall:

(a) within 5 Working Days of receipt of the notice referred to in clause 7.2.(a) acknowledge the receipt of such notice in writing; and return their equivalent details to the Disputing Party, as outlined in 7.2(a)

(b) carry out an appropriate investigation of the disputed matters within 15 Working Days of the receipt of the information referred to in clause 7.2. (a) above (a “Phase 1 Investigation”).

7.4 If the “Billing Dispute” is not resolved to both Parties satisfaction within 30 Working Days of the exchange of information referred to in clause 7.2 above, the parties shall, on day 31, exchange call detail records (CDRs) relevant to the area under dispute (Phase 2 Investigation). This should only include information for switches, routes and products that have been identified in earlier phases of investigation as the most likely source of discrepancy between the Parties.

Phase 2 Investigations shall be completed by the parties no later than 30 Working Days after the CDR exchange. All CDR information exchanged should contain the following details:

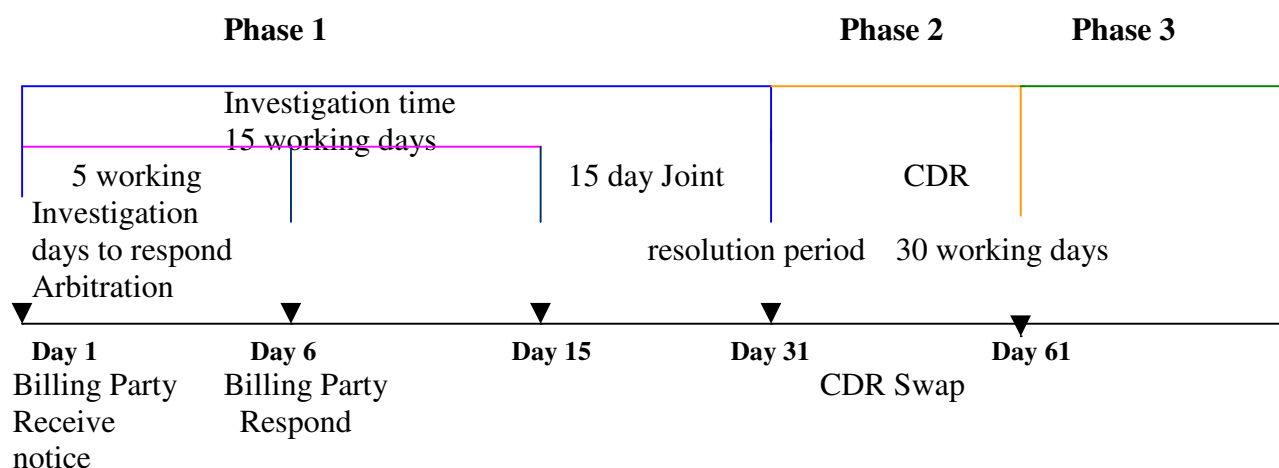
Calling Party Number	Called Party Number	Date For Start of Charge	Time For Start Of Charge	Chargeable Duration	I'connect Route	I'connect Node

7.5 If following a Phase 2 Investigation, the Billing Dispute is not resolved to the satisfaction of both Parties, then either Party may (by written notice to the other to such effect) refer the Billing Dispute to Phase 3 Investigation. Phase 3 is investigation and resolution by such chartered accountant as the Parties may agree, or in default of agreement, as may be nominated by the President of the Institute of Chartered Accountants, for the time being. Such chartered accountants shall act as an expert and not as arbitrator and whose decision, in the absence of evidence of manifest error, shall be final and binding. The Parties shall co-operate in such investigation and, if any sums are found to be due or overpaid by either Party in respect of the disputed invoice such sum shall be paid or refunded (with interest payable or paid pursuant to clause 6.3 above), as the case may be, within 20 Working Days from the date of resolution or earlier settlement between the Parties.

7.6 The costs of the chartered accountants agreed or nominated pursuant to clause 7.5 above shall be paid by the Disputing Party unless the relevant invoice is

established to have been incorrect, or unless the expert determines it reasonable to apportion the costs on some other basis

Investigation Timeline



7.7 Except if otherwise specifically provided, all Billing Dispute correspondence shall be sent as follows:

Billing Dispute Contact

If to the Operator:

Contact:	
Address:	Telephone: 01 xxxxxxxx
Address:	
Address:	Email:

If to eircom:

Billing Operations Manager, eircom Wholesale, 1 Heuston South Quarter, St. John's Road Dublin 8.	Telephone: 01 6714444
	Email: CSBilling@eircom.ie

It shall be the responsibility of each Party to ensure that the information contained herein is accurate. In the event of any change in detail, it shall be that party's obligation to notify the other party in accordance with Clause 25 of this Agreement.

- 7.8 Each Party shall use the above Billing Dispute resolution procedure for any Billing Dispute to the fullest extent to try to resolve such billing disputes. Either Party may seek to extend the above timescales for reasonable reasons, for example but not limited to, complexity of issues or data, such as back-billed data. The party receiving the request shall act reasonably in responding to such requests. This request shall be in the form set out in the Billing Dispute Extension Request Template as published on the eircom Wholesale website and shall be sent pursuant to Clause 7.7. The party receiving the request shall respond pursuant to Clause 7.7
- 7.9 If a Party fails to comply with any of the provisions and time-scales relating to Phase1/Phase 2 investigation (the “Defaulting Party”) the other Party (the “Compliant Party”), shall issue a Notice of such failure to comply (“Failure to Comply Notice”), as set out in the Billing Dispute Failure to Comply notice as published on the eircom Wholesale website. Failure to issue a Failure to Comply Notice shall not constitute a default or be used as the basis to issue a Failure to Comply Notice. A Failure to Comply Notice can be sent to a different contact from the Billing Dispute Contact if agreed by the Parties, such Agreement not reasonably withheld.

The Parties have agreed to include in this Agreement separate points of contact for the receipt of Failure to Comply Notices.

If to the Operator:

Contact:	
Address:	Telephone: 01 xxxxxxxx
Address:	Email:
Address	

If to eircom:

Billing Operations Manager, eircom Wholesale, 1 Heuston South Quarter, St. John’s Road Dublin 8.	Telephone: 01 6714444 Email: CSBilling@eircom.ie
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- 7.10 Subsequent to the receipt of a Failure to Comply notice, should the Defaulting Party rectify the matter of non-compliance within the 2-week timeframe, the Billing Dispute shall recommence at the appropriate stage in the Billing Dispute Process timeline.
- 7.11 At the conclusion of the 2-week timeframe following the issue of a “Failure to Comply” notice, if the Defaulting Party has failed to comply with any of the provisions and time-scales relating to the investigation or as otherwise agreed in writing by the Parties, the Billing Dispute shall be deemed resolved in favour of the compliant Party and that the compliant Party shall be fully entitled to payment of the full amount of the disputed invoice or credit together with interest payments at the Default Rate on such an amount, calculated from the Due Date.

- 7.12 The above procedures are without prejudice to any other rights and remedies that may be available under this Agreement or in law in respect of any breach of any provision of this Agreement.
- 7.13 Subject to the above, all disputed amounts shall be payable on resolution of the relevant Billing Dispute within 10 working days (together with applicable interest at the Default Interest Rate on any amount withheld by the Disputing Party in the event that the Billing Party is found not to be in fault). The amount owed and the interest owed on that amount will be billed on separate invoices.
- 7.14 Though it is the good faith intention of the Parties to use the above Billing Dispute resolution procedures to the fullest extent to try to resolve Billing Dispute, nothing in this Annex shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any Billing Dispute or referring, in accordance with Regulations 31 and 32 of the Framework Regulations, any matter relating to this Annex or any Billing Dispute arising in relation to this Annex, to the National Regulator requesting it to make a determination or take other appropriate steps for its resolution.
- 7.15 A formal acceptance of Billing Dispute closure is necessary for the specific Billing Dispute, notwithstanding either Party's right to dispute other parts of the same invoice. This acceptance shall be in the form set out in the Billing Dispute Closure Form as published on the eircom Wholesale website.

8. Artificial Inflation of Traffic ("AIT")

8.1 Definitions

Words and expressions have the meaning given in Annex A, except as shown in this Clause below:

“Artificial Inflation of Traffic “or “AIT”

means any situation where Calls are made, generated, stimulated, and/or prolonged to any particular NTC or other service as a result of any activity by anyone directly or indirectly gaining from that service disproportionate to the amount and extent of Calls which would be expected from:

- or
- (i). Good faith usage of the service;
 - (ii). acceptable and reasonable commercial practice relation to the operation of the service.

AIT shall exclude inflated traffic due to arbitrage resulting differences between the retail price of calls to an NTC service and the settlement payable to the operator terminating the service.

8.2 General

- 8.2.1 The Parties shall use reasonable endeavours to detect, identify and notify any AIT, both singly and co-operatively in accordance with the terms of this Agreement.
- 8.2.2 The Parties shall use reasonable endeavours to develop, implement and maintain appropriate procedures to identify and prevent AIT as set out in this Clause or which may be developed at industry from time to time. By way of example, reasonable endeavours may include but is not limited to:
- (i) a process for credit vetting and customer risk assessment of interconnected operators and service providers where practical;
 - (ii) RegTel (the Premium Rate regulator in Ireland) registration checks in respect of Premium Rate service providers;
 - (iii) Call data monitoring or regular and timely reporting for AIT indicators as set out in Appendix 1;
 - (iv) the inclusion of comprehensive contractual terms with service providers.
- 8.2.3 The Parties shall comply with any time frames set out in this Clause.
- 8.2.4 All requests for information shall comply with the applicable Data Protection laws relating to the exchange of customer information.

8.3 Obligations of the Parties with respect to suspected AIT

- 8.3.1 The Party becoming aware of or suspecting AIT, taking into account but not limited to the criteria specified in Appendix 1, shall as soon as reasonably practical advise the other Party and any other operators affected by the AIT.
- 8.3.2 The Party advising of suspected AIT, should provide as much of the following information to the other Party and other operators affected by the AIT at that time or as soon as reasonably possible thereafter:
- (a) the estimated total duration of the relevant Calls to date;
 - (b) the dates and times when the relevant Calls were made;

- (c) the telephone number(s) of the relevant NTC or other service, and as much information regarding the telephone number as is available;
- (d) such other information as the Party considers relevant.

- 8.3.3 Both Parties shall use all reasonable endeavours to suspend the AIT situation or minimise the period and effect of its continuation.
- 8.3.4 Both Parties shall respond to all reasonable requests for additional information relating to the AIT as may be requested by the other Party or any other operators affected by the AIT. The Party requested for such information shall do so as soon as reasonably practical after receipt of the request.
- 8.3.5 Any information passed between the Parties pursuant to this Clause shall only be used for the following purposes:
- (i) to monitor, prevent and detect AIT;
 - (ii) to assist in the investigation of AIT and to undertake any associated criminal prosecutions;
 - (iii) to undertake civil proceedings to effect recovery of losses resulting from AIT.
- 8.3.6 The obligations set out in Clause 8.3 shall continue to apply when a Party formally notifies the other Party of an incident of AIT for purposes of withholding payment.

8.4 Obligations of the Parties with respect to AIT Notification and Payment

- 8.4.1 In order for either Party to withhold payment based on AIT, the Party wishing to withhold payment must no later than three (3) Working Days prior to the Due Date of the relevant invoice submit a Notice in writing to the other Party ("AIT Notice), which sets out without limitation:
- (i) a bona fide basis for the assertion of AIT;
 - (ii) the time, date and estimated total duration of the relevant Calls;
 - (iii) the telephone number(s) of the relevant NTC service, and as much information regarding the telephone number as is available ; and
 - (iv) such other information as the Party submitting the Notice considers relevant. The Parties shall use the AIT Notification Form published on eircom Wholesale's website, www.eircomwholesale.ie.
- 8.4.2 In the event the Calls resulting from AIT are made via National Transit, eircom shall upon receipt of the AIT Notice promptly advise the notifying Party within three (3) Working Days of the identity of the affected operator and that operator's AIT and Level 2 contacts. In cases of National Transit, upon receipt of this information from eircom, the Operator shall where appropriate provide the affected operator with the AIT Notice within three (3) Working Days.
- 8.4.3 Following such notification that the calls were terminating via National Transit, the notifying Party and the affected operator shall co-operate directly

with each other to resolve the validity of the AIT and the obligations for payment in accordance with the provisions of this Clause 8.

- 8.4.4 The obligations of this Clause shall apply to the Operator in direct claims with eircom and in cases of National Transit where it is acting as either the originating or terminating operator for such Calls.
- 8.4.5 In the case of National Transit, eircom shall provide assistance, where appropriate, to facilitate resolution of this matter. eircom shall only be obliged to respond to reasonable requests.
- 8.4.6 Notwithstanding the provisions herein, the Operator, where applicable in cases where it is terminating NTC Calls, shall pay eircom for the transit fee of Calls in the ordinary course of business. In cases where AIT is determined to be valid, the operator originating such Calls shall be liable to compensate the Operator for the transit fees paid.
- 8.4.7 The contact to which the AIT Notice and all correspondence and information relating to this matter should be sent for each Party is:
- (a) For eircom
 - (b) For Operator

It shall be the responsibility of each Party to ensure that the information contained herein is accurate. In the event of any change in detail, it shall be that Party's obligation to notify the other Party in accordance with Clause 25 of the Agreement.

In the event any escalation is required for AIT, the escalation should be sent to Level 2 contact for each Party set out in Clause 17 of this Agreement.

- 8.4.8 A Party shall only be entitled to withhold the amount deemed to be attributable to AIT based on the information provided in Clause 8.4.1 above and provided it has not received payment from its customer(s) in respect of the amounts due for such Calls. In the event the Party withholding payment receives payment from its customer(s) at any time in respect of the identified Calls, it shall promptly make the payments for the call under this Agreement to the other Party. In cases involving Calls via National Transit, upon receipt eircom shall promptly remit such amounts to the operator entitled to payment.
- 8.4.9 Both Parties shall respond to all reasonable requests for additional information relating to the AIT as may be requested by the other Party or any other operators affected by the AIT. The Party requested for such information shall do so as soon as reasonably practical after receipt of the request but in any event within ten (10) Working Days unless the Parties agree otherwise.
- 8.4.10 The Parties shall use all reasonable endeavours to determine the validity of the AIT Notice and resolve the issues relating to payment within forty (40) Working Days from the Due Date. Upon resolution of the matter by the

Parties, any amount outstanding shall be payable within ten (10) Working Days. Default interest shall be payable on amounts withheld where it is determined AIT does not apply or was not substantiated. Where a credit is required to issue, the Party required to do so shall issue the credit note within ten (10) Working Days.

- 8.4.11 In the event that reasonable efforts of the Parties fail to resolve this matter within the time period herein, the Parties may invoke the processes set out in Clause 7.5.
- 8.4.12 Though it is the good faith intention of the Parties to use provisions of this Clause to the fullest extent to try to resolve AIT, nothing in this Clause shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any AIT matter or referring in accordance with the regulations, any matter relating to this Annex, to the National Regulator requesting it to make a determination or take other appropriate steps for resolution.
- 8.4.13 A formal Acceptance of closure of each AIT claim is necessary, not withstanding either Party's right to dispute other parts of the same invoice. This acceptance shall be in the form set out in the AIT Closure Form as published on the eircom Wholesale website. In cases involving National Transit, eircom shall be included as a signatory to the Closure Form to ensure reconciliation of amounts billed for use of its National Transit service.

Appendix 1

The following are indicators of AIT in relation to any NTC service and Calling Party:

NTC SERVICE(S)

1. For each of the first 3 months after commencement of service the number of Calls delivered to any new NTC Service exceed by 25% (or such other percentage as the Parties may agree in writing) or more the average number of Calls to similar NTC Services ascertained after the first month and monthly thereafter.
2. After the first 3 months the number of Calls delivered to any NTC Service increases at a rate of 25% or more from any one month to the next.
3. A high proportion of Calls delivered to any NTC Service originate at a small number of locations where calls can be made or calling numbers whether or not limited in geographical location.
4. The average duration of Calls delivered to any NTC Service differs significantly from that of Calls to similar NTC Services or there are repeated Calls of similar duration.
5. Calls delivered to any NTC Service appear to originate without promotion of the NTC Service.
6. A significant proportion of Calls delivered to any NTC Service originate at payphones or use payment systems other than a standard telephone bill.
7. Calls made by or on behalf of the NTC Service to itself excessively.
8. Operating a NTC Service in breach of the law, where such breach can reasonably be regarded as causing AIT.
9. Calls made are disproportionate relative to the normal traffic patterns, e.g. by time of day.

CALLING PARTIES

1. A high proportion of Calls delivered to any NTC Service are generated at a small number of locations where calls can be made or calling numbers whether or not limited in geographical location.
2. A small number of locations where calls can be made or calling numbers whether or not limited in geographical location generate a high volume of Calls for delivery to any NTC Service.

3. The average duration of Calls delivered to any NTC Service differs significantly from that of Calls to similar NTC Services or there are repeated Calls of similar duration.
4. Calls delivered to any NTC Service appear to originate without promotion of the NTC Service.
5. A significant proportion of Calls delivered to any NTC Service originate at payphones or use payment systems other than a standard telephone bill.
6. Calls made by or on behalf of the NTC Service to itself excessively.
7. Calls made fraudulently.
9. Calls which last for an excessive duration or result in lockups.
10. For Calls to PRS, Calls originating overseas or made by foreign roamers while roaming on Irish mobile networks.

**ANNEX C
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Interconnect Services**

**SERVICE
SCHEDULE
NUMBER**

**SERVICE
TITLE**

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002	eircom Interconnect Paths
003	End User Links
004	Partial Private Circuits Migration
005	In Span Interconnection

eircom Services

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103.	eircom Call Origination
104.	eircom National Transit
105.	Access to eircom Premium Rate Services
106.	Access to eircom Freefone Service
107.	Access to eircom LoCall Service
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Single Billing through Carrier Pre Selection

401 Single Billing through Wholesale Line Rental

ANNEX C

SERVICE SCHEDULE 001

Interconnect and Partial Private Circuit Transport Links

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

1. Definitions

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

Transport Link(s) means the link between the eircom Network and the Operator Network, as described in the PPC Product Description.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:

Partial Private Circuit Product Description (“PPC Product Description”)

The controlling document is the latest version of the above titled document published on eircom’s website as agreed with the National Regulator following negotiations with industry if appropriate.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Partial Private Circuit InterOperator Process Manuals (PPC IPM),

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4.1 The remainder of this Service Schedule is separated in three distinct sections:

Section A – STMx Customer Sited Handover Transport Links (“STMx CSH Links”).

Section B – In Span Handover Transport Links (“ISH Links”)

Section C – 2mb Transport Links.

Each section deals with a particular type of Transport link and provides the terms and conditions associated with that particular type of Transport Link.

- 1.5 All orders for new or additional PPC components will be placed on the PPC order forms as published on the eircom wholesale website.

Section A

STMx Customer Sited Handover Transport Links hereinafter termed STM x CSH Links

2. Description of Service

- 2.1 Subject to the provisions of this Schedule, eircom shall provide STMx CSH Link service as specified from time to time in the PPC Product Description and the eircom "RIO Network Price List".
- 2.2 eircom shall provide and maintain the STMx transmission facility path between the Operator nominated Point of Handover and the eircom Node.
- 2.3 At locations Accessible to the eircom Network, the charges as outlined in the eircom "RIO Network Price List" shall apply. At other locations not Accessible to the eircom Network, individual price proposals will be prepared by eircom within 1 month, where possible, of a request for a Point of Interconnect at that location. This price proposal will be based on the projected costs involved in serving the specific location. If this target cannot be met, eircom will advise the Operator within the 1 month period of the detailed reasons why the price proposals cannot be provided within that time-frame but, in any case, eircom shall provide the price proposals within 2 months of the request for Interconnect.
- 2.4 The Point of Handover shall be in the Operator premises.
- 2.5 The Point of Handover shall be established by eircom installing its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.
- 2.6 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM. The procedures for cancellation, cessation and/or termination of STMx CSH Links are as set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of STMx CSH Transport Links may impact and disrupt eircom's ability to provide services for dependent End User Links and/or Interconnect Paths. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.7 The Operator may request that an individual 2MB path within the STMx CSH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the PPC IPM.
- 2.8 Interconnect Paths using a STMx CSH Link shall be subject to Service Schedule 002 of the Interconnect Agreement.

- 2.9 End User Links using a STMx CSH Link shall be subject to Service Schedule 003 of the Interconnect Agreement.

3 STMx CSH Link Charging

- 3.1 The charges and/or charging principles for STMx CSH Links are as set out in the eircom RIO Network Price List.
- 3.2 eircom shall be entitled to invoice an Operator for the STMx CSH Link from the Commencement Date of Charging. Commencement Date of Charging for STMx CSH Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom RIO Network Price List.²
- 3.3 In the event the Operator cancels an order for a STMx CSH Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom RIO Network Price List.
- 3.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
- 3.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with eircom RIO Network Price List.

4. Time Frames for Delivery

- 4.1 Provision of this services shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

5. Term

- 5.1 The minimum period of service for any STMx CSH Link shall be 12 months commencing on the Commencement of Charging Date.
- 5.2 Each additional STMx CSH Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a STMx CSH Link is required, the Operator shall give to eircom in writing at least one months notice, expiring on the last day of the calendar month following that in which the notice is

² Monthly billing will be effective from 1st December 2011.

given. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the STMx CSH Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

Section B
In Span Handover Transport Links
Hereinafter termed ISH Links

6. Description of Service

- 6.1 Subject to the provisions of this Schedule, eircom shall provide ISH Link service as specified from time to time in the PPC Product Description and the eircom RIO Network Price List. (Appendix 1 to this Service Schedule provides an overview of ISH Links for illustrative purposes only).
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the eircom Node. eircom will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 eircom shall provide the connection to each Point of Handover that is provided by the Operator located between the eircom nominated serving exchange and the Operator's premises as set out in the PPC Product Description.
- 6.4 The Point of Handover is as set out in the PPC Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the PPC Product Description.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the PPC Product Description
- 6.6 Forecasting, ordering, provisioning, operation and maintenance procedures for ISH Links shall be as set out in the PPC Product Description, and the PPC IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. The procedures for cancellation, cessation and/or termination of ISH Links need to be developed to be set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of ISH Transport Links may impact and disrupt eircom's ability to provide services for dependent End User Links and/or Interconnect Paths. eircom shall not be liable for any provision of service or quality of service impacts that may result.
- 6.7 Interconnect Paths using the ISH Link shall be subject to Service Schedule 002 of the Interconnect Agreement.
- 6.9 End User Links using the ISH Link shall be subject to Service Schedule 003 of this Interconnect Agreement.

- 6.10 The Operator may request that an individual 2MB path within the ISH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the InterOperator Process Manual.

7. Time Frame for Delivery

- 7.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

8. Charging

- 8.1 eircom shall be entitled to invoice Operator for and Operator shall be liable for payment for the ISH Link from the Commencement Date of Charging. The Commencement Date for Charging shall be no later than two weeks from the Ready for Test. Rental charges shall be payable monthly in advance, and other charges shall be payable as set out in the eircom RIO Network Price List.³
- 8.2 The charges and/or charging principles for ISH Links are as set out in the eircom RIO Network Price List.
- 8.3 In the event the Operator cancels an order for an ISH Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for connection charges as set out in the eircom RIO Network Price List.
- 8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 9 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 8.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with eircom RIO Network Price List.

9. Term

- 9.1 The minimum period of service for any ISH Link shall be 12 months from the Commencement of Charging Date.
- 9.2 Each additional ISH Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.

³ Monthly billing will be effective from 1st December 2011.

~~1.5~~9.3 In the event that the termination of a ISH Link is required, the Operator shall give to eircom in writing at least one months notice, expiring on the last day of the calendar month following that in which the notice is given. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 9.1 above, then the charges for the ISH Link shall be as specified in 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

~~1.5~~

Section C

2Mbit/s Transport Links

10. Description of Service

- 10.1 Subject to the provisions of this Schedule, eircom shall provide 2Mbit/s Transport service as specified from time to time in the PPC Product Description and the eircom RIO Network Price List
- 10.2 The 2Mbit/s Transport Link shall enable Operators to elect to aggregate sub-2Mbit/s End User Links onto a single 2Mbit/s Transport Link.
- 10.3 The Point of Handover shall be in the Operator premises.
- 10.4 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM.
- 10.5 The 2Mbit/s Transport Link shall only be used to support End User Links.

11 2mb Transport Link Charging

- 11.1 eircom shall be entitled to invoice Operator for the 2Mbit/s Transport Link from the Commencement Date of Charging. The Commencement Date for Charging shall be the time the 2Mbit/s Transport Link is designated as Ready for Service. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom RIO Network Price List.⁴
- 11.2 The charges and/or charging principles for 2Mbit/s Transport Links are as set out in the eircom RIO Network Price List.
- 11.3 In the event the Operator cancels an order for a 2Mbit/s Transport Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for connection charges as set out in the eircom RIO Network Price List.
- 11.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

⁴ Monthly billing will be effective from 1st December 2011.

12 **Time Frames for Delivery**

12.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

13. **Term**

13.1 The minimum period of service for any 2Mbit/s Transport Link shall be 12 months commencing on the Commencement of Charging Date.

13.2 Each additional 2Mbit/s Transport Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.

13.3 In the event that the termination of a 2Mbit/s Transport Link is required, the Operator shall give to eircom in writing at least one months notice, expiring on the last day of the calendar month following that in which the notice is given. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 13.1 above, then the charges for the 2Mbit/s Transport Link shall be as specified in 11.4 above. In the event that the Operator requests termination of a 2Mbit/s Transport Link following the minimum period of service, the Operator shall give to eircom in writing at least one month's notice, expiring on the last day of the calendar month following that in which the notice is given.

Appendix 1

In-Span Handover Transport Links (Hereinafter ISH Links)

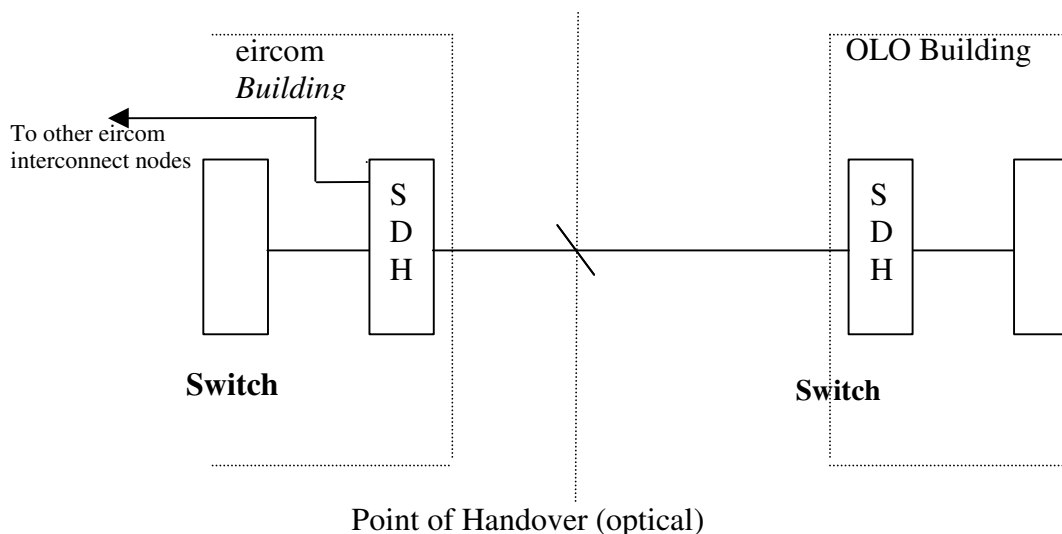
eircom will offer a Synchronous Digital Hierarchy (SDH) ISH Link at STM-1 and STM-4 where the other Party uses the same optical SDH interface as eircom. The ISH Link will enable the provision of 2 Mbit/s Interconnect Paths and/or End User Links up to the capacity of the Transport Link. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1 and 252 x 2 Mbit/s at STM-4.

The Point of Handover (P.O.H.) of an ISH Link is the point at which the optical fibres in the other Party's cable are connected to the optical fibres in the eircom cable. The requesting Party shall provide an Optical Distribution Frame (ODF) at the P.O.H. eircom will terminate its optical fibres on one side of the ODF and the other Party will terminate its fibres on the other side of the ODF.

Alternatively, the connection between the Operator's fibre and eircom's fibre can be achieved through splicing.

The P.O.H. shall be located outside the boundary of the eircom interconnect node and shall be not more than 100 metres (duct length) from the boundary. eircom will identify suitable manholes within the immediate vicinity of its Interconnect Nodes which can facilitate the provision of In-Span connection. Where the Operator constructs their network to a point adjacent to such manholes, then no civil work charges will apply.

The maximum distance between the terminal ends of the SDH ISH Link shall be determined with reference to the available optical power budget.



ANNEX C**SERVICE SCHEDULE 002****eircom Interconnect Paths**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

- 1.1 In this Annex, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Annex. Words and expressions have the meaning given in Annex A.
- 1.2 There are two (2) distinct types of Interconnect Paths as provided below, for the remainder of this Service Schedule they are collectively referred to as Interconnect Paths.
 - 1.2.1 The majority of services in this Agreement are switched voice services and these are provided on voice Interconnect Paths.
 - 1.2.2 FRIACO Interconnect Paths are 2Mbit/s paths dedicated for the purpose of providing Operator 1893 Flat Rate Internet Access Call Origination Service(s) as set out in Service Schedule 223 of this Annex C. FRIACO Interconnect Paths shall be subject to the terms and conditions of this Service Schedule unless otherwise directed by the National Regulator.

2. Methods of provision of Interconnect Paths

- 2.1 Interconnect Paths between the Operator's Network and the eircom Network can be provided in any of the following ways:
 - (a) Customer Sited Interconnect whereby eircom provides and maintains the Interconnect Path between the Operator nominated Point of Interconnect and the eircom Interconnect Node. At locations Accessible to the eircom Network, the charges set out in the eircom RIO Network Price List shall apply. At other locations not Accessible to the eircom Network, individual price proposals will be prepared by eircom within 1 month, where possible, of a request for a Point of Interconnect at that location. This price proposal will be based on the projected costs involved in serving the specific location. If this target cannot be met, eircom will advise the Operator within the 1 month period of the detailed reasons why the price proposals cannot be provided within that

time-frame but, in any case, eircom shall provide the price proposals within 2 months of the request for Interconnect; and/or

- (b) via ISH Transport Links as defined in Service Schedule 001. In conjunction with ISH Transport Links, eircom shall provide extension interconnect circuits from the Interconnect Node at which the ISH Transport Link terminates in the eircom Network to other eircom Interconnect Nodes as requested by the Operator.
- (c) via STMx CSH Transport Links as defined in Service Schedule 001. In conjunction with STMx CSH Transport Links, eircom shall provide extension interconnect circuits from the Interconnect Node at which the CSH Transport Link terminates in the eircom Network to other eircom Interconnect Nodes as requested by the Operator

via ISI Bearer as defined in Service Schedule 005, In-Span Interconnect. In conjunction with ISI Bearers eircom shall provide extension interconnect circuits from the Interconnect Node at which the ISI Bearer terminates in the eircom Network to other eircom Interconnect Nodes as requested by the Operator.

- 2.2 The provision of Interconnect Paths by eircom is subject to the terms and obligations set out in the eircom Service Level Agreement for Interconnect Paths. The controlling document is the latest version of this document published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.
- 2.3 The Party's obligations in respect of forecasting Interconnect Paths shall be as set out in Appendix 2 to this Service Schedule.

3. Ordering of Interconnect Paths

- 3.1 New Interconnect Paths where there is an existing Interconnect Link and where it is proposed to utilise an existing Point of Interconnect must be ordered at least 6 weeks in advance of the requested Ready for Service date except in the instance where the transmission path has been pre provisioned, in which case the order must be placed at least 4 weeks in advance of the requested ready for service date. Delivery of Interconnect Paths ordered on this basis can only be guaranteed to the levels forecast and agreed between the Parties. For orders in excess of those forecast in the Network Plan, the Requested Party shall make all reasonable efforts to provide the Interconnect Paths requested but cannot guarantee that they will be provided within the timescale requested.
- 3.2 New Interconnect Links utilising an existing Point of Interconnect must be ordered at least 10 weeks in advance of the requested Ready for Service date. Interconnect Links ordered on this basis can only be provided if they have been included in the applicable Network Plan at the time when the order is being placed. Interconnect Links ordered that are not forecast in the

Network Plan cannot be guaranteed to be provided in the timescale requested.

- 3.3 New Points of Interconnect utilising Customer Sited Interconnect must be ordered at least 14 weeks in advance of the requested Ready for Service date of the Interconnect Paths which are planned to be routed via this Point of Interconnect. This applies only in the case of locations which are Accessible to the eircom Network. Where the Point of Interconnect is at a location not Accessible to the eircom Network, timescales for provision will be provided on a case by case basis.
- 3.4 Interconnect Paths ordered utilising an existing STMx CSH Transport Link must be ordered 4 weeks in advance of the requested Ready for Service date of the Interconnect Paths. This applies to Interconnect Paths on an existing Interconnect Link to the Interconnect Node at which the Transport Link terminates.
- 3.5 Interconnect Paths ordered utilising an existing ISH Transport Link must be ordered 4 weeks in advance of the requested Ready for Service date of the Interconnect Paths. This applies to Interconnect Paths on an existing Interconnect Link to the Interconnect Node at which the Transport Link terminates.
- 3.6 Interconnect Paths ordered utilising an existing ISI Bearer must be ordered 4 weeks in advance of the requested Ready for Service date of the Interconnect Paths. This applies to Interconnect Paths on an existing Interconnect Link to the Interconnect Node at which the ISI Bearer terminates.

4. Interconnect Path Ordering Process

- 4.1 All orders for additional Interconnect Paths shall be placed using the standard order forms as published on the eircom Wholesale website. All orders shall be deemed to be accepted when the Requested Party issue a receipt to the Requesting Party accepting the order as placed. This receipt will issue within 5 working days of the order being received.
- 4.2 In the event of cancellation of the order for an Interconnect Path in advance of the Ready for Service date, liability for the relevant installation charges shall remain. Liability for 50% of installation charges is from the date of issue, by the Requested Party, of order receipt confirmation at clause 4.1. Liability for 100% of installation charges is from a date 2 weeks after the provision of order receipt confirmation at Clause 5.1.

5. Commissioning of Interconnect Paths

- 5.1 Interconnect Paths shall be commissioned in line with the procedures outlined in the Interconnect Operations and Maintenance Manual and the Service Level Agreement for Interconnect Paths which are both published on the eircom wholesale website as agreed with the National Regulator following negotiations with the Industry, if appropriate.
- 5.2 The first stage of commissioning shall conclude with the delivery of the transmission portion of the Interconnect Path. eircom shall issue a notification of transmission delivery (Ready for Test).
- 5.3 Following the delivery of the transmission, end to end circuit commissioning of the Interconnect Path shall take place.
- 5.4 In the case of Interconnect Paths on existing Interconnect Links, two week will be allowed to complete these tests. The tasks required for the achievement of the Actual Date of Delivery for Interconnect Paths are set out in the Interconnect Operations and Maintenance manual.
- 5.5 The completion date of these commissioning tests or the expiry of the 10 Working Day period, whichever comes first shall determine the Commencement Date of Charging. Delays in the commissioning process caused by the Requested Party or the Requested Parties Network will cause this date to be deferred. The Actual Date of Delivery shall be mutually agreed by the Parties in these circumstances and shall also determine the Commencement Date of Charging.
- 5.6 In the case of Interconnect Paths to a new Interconnect Node, two weeks will be allowed to complete the commissioning tests. The tasks required for the achievement of the Actual Date of Delivery for Interconnect Paths are set out in the Interconnect Operations and Maintenance manual.
- 5.7 The completion date of these tests or the expiry of the two-week period, whichever comes first shall determine the Commencement Date of Charging. Delays in commissioning process caused by the Requested Party or the Requested Party's Network will cause this date to be deferred.
- 5.8 The Requested Party shall issue notice to the Requesting Party of the Commencement Date of Charging. The Requesting Party shall have 1 week in which to query this notification.
- 5.9 In the case of a dispute in relation to Commencement Date of Charging, the dispute resolution process outlined in Clause 17 of the Main Body of this Interconnect Agreement shall come into effect.

- 5.10 The minimum contract term for Interconnect Paths provided shall be 12 months from the Commencement Date of Charging. The Operator shall be liable for the charges associated with the minimum contract term in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum contract term (a "cessation")

6. eircom Interconnect Path Charging for Customer Sited Interconnection

- 6.1 eircom Interconnect Path charging will consist of two elements;
- (a) Installation charges
 - (b) Annual Rental Charges
- 6.2 The elements of installation charges for Interconnect Paths shall comprise;
- 6.2.1 Transmission installation charges at the Point of Interconnect.
 - 6.2.2 Intra-building installation charges at the eircom Interconnect Node.
- 6.3 The rental element of charging for Interconnect Paths shall comprise;
- 6.3.1 Transmission charges from the Point of Interconnect to the eircom Interconnect Node. These transmission rental charges shall comprise Local End, Main Link access and Main Link Distance elements.
 - 6.3.2 Intra-building charges at the eircom Interconnect Node.

7. eircom Interconnect Path Charges for Customer Sited Interconnection

- 7.1 For each of the initial two Interconnect Paths from any Operator Interconnect Node to any eircom Interconnect Node the charges shall be as set out in the eircom RIO Network Price List. The rationale for separate charging for the initial two Interconnect Paths is set out in Appendix 1 which should be read in conjunction with the Technical Manual.
- 7.2 For each additional Interconnect Path on an existing Interconnect Link, the charges shall be as set out in the eircom RIO Network Price List.
- 7.3 If more than one Interconnect Path is ordered at the same time and with the same Point of Interconnect, then a discount of 50% on the transmission Installation Charge shall apply to all Interconnect Paths after the first. These prices are quoted as being effective based on the assumption that the Point of Interconnect is Accessible to the eircom Network.
- 7.4 The charges for Local End rental per annum where the level of utilisation of the transmission system in the access network reaches the defined thresholds shall be as set out in the eircom RIO Network Price List.

- 7.5 In the case where the Point of Interconnect is not Accessible to the eircom Network, initial Interconnect Path installation charges shall be set on a case by case basis.
- 7.6 Where local end transmission diversity between the Point Of Interconnect and the eircom Local Exchanges is provided, the Operator shall pay the appropriate cost of providing this diverse facility. However the Operator will be able to recover this amount by means of a 50% discount on net transmission installation charges for Interconnect Paths routed on this diverse facility. The discount will be available for circuits ordered during the first two years after the system goes into service or until the full cost has been recovered. All Interconnect Paths for each Interconnect Link utilising this Point of Interconnect shall be distributed across these separate physical paths.
- 7.7 The basis for the length of the main link shall be the radial distance from the eircom Local Exchange for the Point of Interconnect to the eircom Interconnect Node.

8. eircom Interconnect Path Charging for Paths provided on STMx, CSH and ISH Transport Links

- 8.1 The charges for each Interconnect Path provided on the STMx CSH and ISH Transport Link to the eircom Interconnect Node at which the STMx CSH and ISH Transport Link terminate are as set out in the eircom RIO Network Price List
- 8.2 The charges for each Interconnect Path provided on the STMx CSH and ISH Transport Link to the eircom Interconnect Node, other than that at which the STMx CSH and ISH Transport Link terminate are as set out in the eircom RIO Network Price List. Such Interconnect Paths shall be referred to as Extension Interconnect Paths.
- 8.3 If more than one Interconnect Path is ordered at the same time and with the same Point of Interconnect, then a discount of 50% on the Installation Charge shall apply to all Interconnect Paths after the first

9 Re-arrangements of Interconnect Paths

- 9.1 Requests for physical re-arrangements of Interconnect Paths where either the eircom Interconnect Node or Point of Interconnect is changing shall be dealt with on the same basis as initial provisioning arrangements. Normal Interconnect Path connection charges shall apply. Major network re-arrangements may be subject to non-standard mutually agreed lead-times and shall be implemented on a project basis.
- 9.2 The order period for re-arrangement of an Interconnect Path to an existing Interconnect Node or Point of Interconnect shall be 8 weeks. The order period for re-arrangement to a new Interconnect Node shall be 12 weeks. Major network re-arrangements may be subject to non-standard mutually agreed lead-times and shall be implemented on a project basis.
- 9.3 The rental charges for re-arranged Interconnect Paths shall be the same as outlined above. There will be no refund of rental charges for the old Interconnect Path arrangement. The 12-month minimum contract period will not be enforced in relation to re-arrangement of Interconnect Paths where the re-arrangement is planned in the Network Plan. This is also the case where existing Interconnect Paths are being re-arranged onto either an ISH Transport Link or STMx CSH Transport Link assuming that the Interconnect Paths were ordered prior to the placement of the order for the ISH Transport Link or STMx CSH Transport Link.
- 9.4 Requests for re-arrangements of Interconnect Paths where the Operator Interconnect Node is changing shall be dealt with on the same basis as Data Management Amendments and the similar charging arrangements shall apply. Major network re-arrangements may be subject to non-standard mutually agreed lead-times and shall be implemented on a project basis.

10 Termination of Interconnect Paths

- 10.1 In the event that the termination of an Interconnect Path is required, the Operator shall give to eircom in writing at least one month's notice, expiring on the last day of the calendar month following that in which the notice is given. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.10 above, then the charges for the Interconnect Path shall be as specified in 5.10 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

Appendix 1

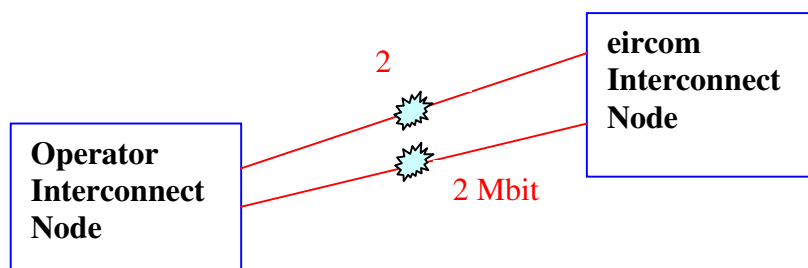
The Minimum Configuration for Interconnection with any eircom's Interconnect Node

An Interconnect Link must consist of one Interconnect Path, minimum, and must have a signalling link installed on it.

In order to make sure that the integrity of the Interconnect Link between the Operator and eircom is not compromised, when the Operator wishes to connect an additional Interconnect Path to any eircom Interconnect Node, the Operator must install a signalling link on that Interconnect Path also. (i.e. all Interconnect Links between any eircom Interconnect Node and any Operator Interconnect Node comprising of two or more Interconnect Paths, must have two signalling links.) It is noted that the second Interconnect Path is not mandatory.

Example

A signalling link must also be placed on the second Interconnect Path ordered by the Operator on the original eircom Interconnect Node

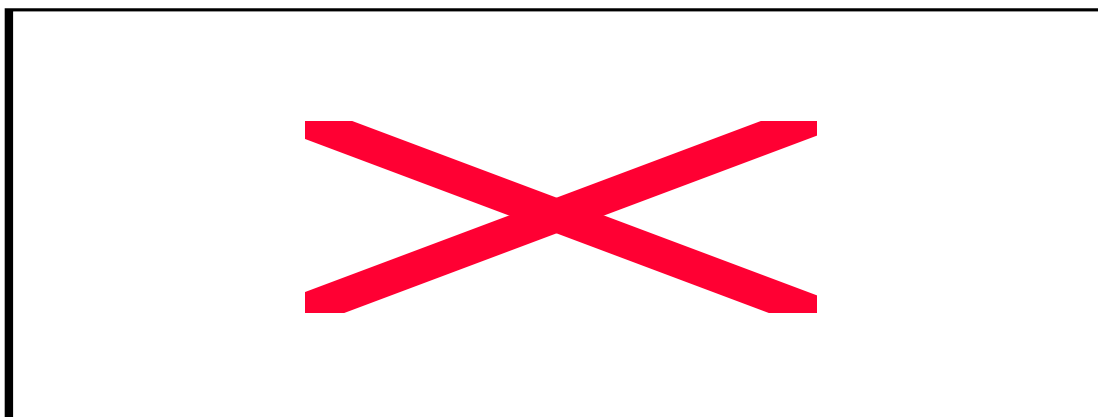


 = signalling link

Appendix 2

Forecasting and Committed Uptake

1. Interconnect Path forecasts must be provided by the Operator each quarter for the next three (3) quarters following the processes set out in the Interconnect O&M Manual published on the eircom website. These forecasts cover the Operator owned routes and where the Interconnect is yet to be deemed mature also cover the eircom owned routes.
2. These forecasts represent a commitment by the Party to order Interconnect Paths to the Committed Uptake level (“Committed Uptake and/or CU”). The Committed Uptake level is calculated separately for forecasted capacity at each of the Network hierarchical levels i.e. Primary, Tandem and Tertiary. In the event that the Party does not order Interconnect Paths to the Committed Uptake level, eircom shall raise charges for the appropriate number of circuits to bring the Operator to the Committed Uptake level. The charge raised shall be three (3) months rental as calculated below.
3. The following constitutes the method of calculation of an Operators Committed Uptake:



- a) The incremental growth seen in quarter 1 of submission #1 will support an CU of 75%.
- b) The Operator will incur those costs related to the Interconnect Paths required to reach 75% of the incremental growth in quarter 1 of submission #1 by the end of quarter 1 of submission #1.
- c) With the advent of submission #2 the Operator will incur costs related to the Interconnect Paths required to reach the higher of either:-
 - (i) 75% of the incremental growth seen in quarter 1 of submission #2, or
 - (ii) 50% of the incremental growth seen in quarter 2 of submission #1
- d) With the advent of submission #3 the Operator will incur costs related to the Interconnect Paths required to reach the higher:-
 - (i) 75% of the incremental growth seen in quarter 1 of submission #3, or
 - (ii) 50% of the incremental growth seen in quarter 2 of submission #2
 - (iii) 35% of the incremental growth seen in quarter 3 of submission #1 if the total forecasted capacity level is greater than 10 interconnect paths. If the total incremental growth for the quarter is less than or equal to 10 Interconnect Paths, no committed uptake shall apply to that quarter in that submission
- e) Where the total incremental growth forecast in any submission for any individual quarter is greater than 40 Interconnect Paths, a 100% Committed Uptake shall apply to all Interconnect Paths in excess of 40.
- f) This process of determining the greater of the costs associated with the Committed Uptake for each quarter shall continue unless agreed by both Parties.
- g) In the event that the calculation of Committed Uptake for the Operator in any given quarter is not an integer, eircom will round up to the nearest integer and calculate cost accordingly.
- h) The calculation of Operators Committed Uptake will be based on CSI or Non-CSI Paths via the detail supplied in Operators three quarter rolling forecast.
- i) The methodology utilised to calculate the charges applied to the balance on Interconnect paths to reach the CU will be to derive the average interconnect Path charge for that Operator from the previous quarterly invoice and apply that average to the number of Interconnect Paths to reach the CU.

Annex C

Service Schedule 003**End User Links**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

- 1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

"End User" means either the Operator or a customer of the Operator on whose behalf an End User Link is ordered.

"End User Link(s)" means the circuit from the designated Transport Link to the End User NTU as more fully set out in the PPC Product Description.

- 1.2 The document(s) referenced in this Agreement that is contractually binding:

Partial Private Circuit Product Description ("PPC Product Description")

The controlling document is latest version of the above titled document published on eircom's website as agreed with the National Regulator following negotiations with industry, if appropriate.

- 1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Partial Private Circuit InterOperator Process Manuals ("PPC IPM")

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

2. Description of Service

- 2.1 Service shall consist of an End User Link as specified by the Operator in its order; available bandwidths are as specified from time to time in the PPC Product Description and the charging principles set out in the eircom RIO Network Price List
- 2.2 The provisioning and maintenance of End User Links will be governed by the PPC IPM.
- 2.3 The requirements for ordering an End User Link shall be as set out in the PPC Product Description and/or PPC IPM. Subject to the requirements of the PPC Product Description, the ordering procedures for the End User Link shall follow PPC IPM.
- 2.4 End User Links must be ordered with a matching capacity allocation on an associated Transport Link. The terms and conditions for Transport Links are set out in Service Schedule 001.
- 2.5 In the event that the order for the End User Link does not satisfy the requirements set out in the PPC Product Description and/or PPC IPM or the requirements of Service Schedule 001, the order for the End User Link will be rejected.
- 2.6 Use of the End User Link may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the End User Link(s) during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator notice prior to such suspension and eircom will restore service as soon as possible after such suspension.

3. End User Link Charging

- 3.1 The charges and/or charging principles for End User Links are as set out in the eircom RIO Network Price List.
- 3.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for an End User Link from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom RIO Network Price List
- 3.3 In the event the Operator cancels an order for an End User Link following order validation and prior to the Commencement Date for Charging, eircom

shall be entitled to invoice the Operator for the connection charges as set out in the eircom RIO Network Price List.

- 3.4 The Operator shall be liable for charges associated with the minimum period of service set out in Clause 4 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 3.5 In the event that an End User Link is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original End User Link shall cease from the date of conversion and the charging for the new End User Link shall commence from that same date.

4 Term

- 4.1 The minimum period of service for any End User Link shall be 12 months commencing on the Commencement Date of Charging
- 4.2 In the event that the termination of a End User Link is required, the Operator shall give to eircom in writing at least one month's notice, expiring on the last day of the calendar month following that in which the notice is given. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 4.1 above, then the charges for the End User Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 4.3 Where the Operator requests to upgrade the End User Link to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded End User Link. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall be waived.
- 4.4 Where the Operator requests to downgrade the End User Link to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded End User Link. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall apply to the original End User Link.

Annex C
Service Schedule 004

PPC Migration

This Service Schedule is effective from the date of this Interconnect Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

- “Bulk Migration”:** means a migration of more than one circuit as more fully set out in Clause 4 of this Service Schedule.
- “Eligible for Migration”:** To be Eligible for Migration, an Interconnect Path and/or Leased Line shall:
- a) be in situ or on order prior to the 15th November 2003, and
 - b). be in the name of Operator and under contract with eircom or subject to eircom’s standard published terms and conditions and being provided to Operator; and
 - c). has an equivalent product available as a Partial Private Circuit under the PPC Product Description or the Interconnect Agreement to which it may be migrated, and
 - d) be terminated at one end at the Operator premises in which the proposed Transport Link is terminated.
- “Failed Migration”:** means a Migration that fails, either technically or with respect to dates of Implementation, due to the failure of one of the Parties to fulfil its obligations under Clause 3 of this Service Schedule, or as set out in individual MIAs.

- “Individual Migration”:** means a single order placed in respect of an individual circuit or individual channelised system for Migration as more fully set out in Clause 3 of this Service Schedule. For an individual channelised system the order must detail all circuits within that system.
- “Information”:** means the information requested by Operator with respect to each Operator Node and supplied by eircom with respect to each Operator Node or transmission system in the template set out in the Migration Process Manual.
- “Migration”:** means the facility to migrate to Partial Private Circuits those Interconnect Paths and/or Leased Lines that are eligible for Migration.
- “Migration Implementation Agreement or MIA”:** means the binding agreement entered into by the Parties, which sets out the terms and conditions of the implementation of individual Sub-Projects.
- “Product Launch”** means the date the approved terms and conditions to support the introduction of Partial Private Circuits are published in eircom’s Reference Interconnect Offer.
- “Project Plan”:** means the plan agreed between the Parties to allow the bulk migration to be implemented.
- “Sub- Projects”:** means agreed, detailed implementation plans in respect of an Operator Node or transmission system or individual circuits which form the individual strands of the Bulk Migration.

1. General

- 1.1 All Bulk Migration orders will be delivered in accordance with the agreed Project Plans or Sub-Projects and will be handled outside the scope of any Service Level Agreements in place relating to the provision of PPC’s but be subject to the provisions of the associated MIA.

2. Conditions of Individual Migration

- 2.1 In the case of an Individual Migration, the Operator may place an order in accordance with the procedures set out in the Partial Private Circuit Industry Migration Process. (“Migration Process Manual”). It is the Operator’s discretion as to whether the Operator wishes to request Information prior to placing an order. The charges for Information are set out in the eircom RIO Network Price List and the Operator is liable for payment regardless of whether an order is placed for Migration.
- 2.2 Provided an order is Eligible for Migration, eircom shall process the order in accordance with the Migration Process Manual. Once the order is Validated, eircom shall advise Operator of the target date for delivery (“Target Date”). In the event that the order is not Eligible for Migration or fails validation, eircom shall reject the order.
- 2.3 eircom shall be entitled to invoice and the Operator shall be obligated to pay eircom for the charges relating to the Individual Migration as set out in the eircom RIO Network Price List.
- 2.4 The new rental charges applicable to Partial Private Circuits shall apply from the Migration Effective Date and the charges associated with the migrated leased line or Interconnect Path will cease from that same date. The Migration Effective Date shall be the actual date of Migration unless directed otherwise by the National Regulator.
- 2.5 eircom shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following a Migration Effective Date.

3 Conditions of Bulk Migration

- 3.1 The Parties shall if requested by the Operator exchange and provide such information as is required to develop and agree a Project Plan. For a Bulk Migration, the Operator shall be liable for the charges relating to the provision of Information by eircom regardless of whether or not a Project Plan is agreed or a Migration ordered and/or effected.
- 3.2 The Operator shall develop and submit a Project Plan for Bulk Migration to eircom for its review and comment. *eircom* shall be entitled to recover its costs regardless of whether or not a Project Plan is agreed or a Bulk Migration ordered and/or effected. The Parties undertake and agree to act reasonably in defining and agreeing the Project Plan. A Project Plan will only be developed in respect of Interconnect Paths and Leased Lines that are Eligible for Migration. Where the Operator is unable to agree their Project Plan with eircom, they may refer such Project Plan to the National Regulator for determination of reasonableness. The National Regulator will consider the reasonableness of such plan on the basis of evidence supplied by the Operator and by eircom.

- 3.3 Following agreement of the Project Plan, the Parties shall enter into a Migration Implementation Agreement (“MIA”) in respect of the terms and timelines for each Project. The target dates for the implementation of a Project shall be as set out in the MIA. “The Migration Effective Date” shall be the actual date of Migration. If eircom attempts to meet an agreed date for an element of such plan but cannot do so due to the inability of the Operator to achieve the Migration on the agreed date, then that part of the plan will be deemed to be a Failed Migration. In the case of a Failed Migration a new plan for this portion of the Migration shall be drawn up by eircom and the Migration Effective Date shall be as set out in eircom’s plan. If the Operator is of the opinion that the revised date proposed by eircom is unreasonable then this matter may be referred to National Regulator for determination of reasonableness. The National Regulator shall consider the reasonableness of such revised dates on the basis of evidence supplied by the Operator and by eircom and taking into account the cause of the original delay.
- 3.4 In respect of each MIA, eircom shall be entitled to invoice and Operator shall be liable to pay for the charges set out in either the MIA or the eircom Network Price List from the Migration Effective Date.
- 3.5 In respect of each MIA, eircom shall adjust the rental charges set out in respect of the Migrated Partial Private Circuits within the scope of that MIA from the Migration Effective Date.
- 3.6 eircom shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following the Migration Effective Date in respect of each MIA.

Appendix 1**Sample
Migration Implementation
Agreement**

**This Migration Implementation Agreement (“MIA”) is made on
[Date]**

between

[Operator Name] having its registered office at [Operator Address], (herein referred to as “the Operator” or “Operator”)

and

eircom Ltd. having its registered office at 1 Heuston South Quarter, St. John’s Road, Dublin 8, (herein referred to as “eircom”)

Section 1. Initial Sub-Project Plan**A. Scope**

The scope of the Initial Sub-Project Plan shall be:

B. Obligations of the Parties

The obligations of the Parties for the purpose of this Section A of the MIA shall be:

The obligations shall primarily relate to and should designate timeframes:

Requests for Information
Exchange of Information
Development of final Sub-Project Plan
Review and Agreement of final Sub-Project Plan
Other matters as may be agreed

C. Consequences of Failure to Fulfil Obligations (Failed Migration)

1. In the event that eircom fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

D. Charges

1. The charges for this MIA shall be as set out in the eircom RIO Network Price List.

Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

Signed for and on behalf of Operator: _____ Name _____ Title _____ Date	Signed for and on behalf of eircom Ltd: _____ Name _____ Title _____ Date
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Section 2. Final Sub-Project Plan and Migration Implementation

A. Scope

The scope of the Final Sub-Project Plan and Migration Implementation shall be:

Detail to circuit level.

B. Obligations of the Parties

The obligations of the Parties for the purpose of this Section B of the MIA shall be:

The obligations shall primarily relate to final preparations and implementation and should designate timeframes.

C. Consequences of Failure to Fulfil Obligations (Failed Migration)

1. In the event that eircom fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

D, Charges

1. The charges for this MIA shall be as set out in the eircom RIO Network Price List.

Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

Section 3

Governing Law

- 1.1 The interpretation, validity and performance of this Migration Implementation Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

Signed for and on behalf of Operator: _____ Name _____ Title _____ Date	Signed for and on behalf of eircom Ltd: _____ Name _____ Title _____ Date
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Appendix 2

Requirements for Bulk Migration Project Plan

In order to constitute a Bulk Migration Project Plan for purposes of this Service Schedule, the Project Plan must include at a minimum:

- The list of sites
- Indicative timescales
- Indicative number of circuits by type at each site

The Bulk Migration Project Plan should also include:

- A statement that the information gathering requirements will be dealt with at the initial stage of each Sub Project
- A statement that the Migration of each individual site will be dealt with in one or more sub-Projects

ANNEX C

Service Schedule 005

In-Span Interconnect and Interconnect Paths

This Service Schedule is effective from the date of signature of the Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1 Definitions

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

Description of In Span Interconnect

- 2.1 Subject to the provisions of this Service Schedule, eircom shall provide the In-Span Interconnect (“ISI Bearer”) in accordance with the description set out in Appendix 1. The ISI Bearer product is a separate and distinct product from the ISH Transport Link. The ISI Bearer product supports the two distinct types of Interconnect Paths described in this Service Schedule, including Extension Paths.
- 2.2 To facilitate the provision of Interconnect Paths between the Operator's Network and the eircom Network, the Operator may order the In-Span Interconnect.
- 1.3 The In-Span Interconnect requires the Operator to construct and maintain the transmission medium from their network to a point closer to the eircom Interconnect Node.
- 2.4 eircom will connect with a similar medium to this location in order to complete an end to end connection between the two Networks.
- 2.5 Interconnect Paths using the ISI Bearer shall be subject to Service Schedule 001 of the Interconnect Agreement.

3. Time Frame for Delivery

- 3.1 New Points of Interconnect utilising In-Span Interconnect must be ordered at least 17 weeks in advance of the requested Ready for Service date of the Interconnect Paths which are planned to be routed via this Point of Interconnect. The provision of In-Span Interconnect will be subject to the production by the Operator of proof that their terminal equipment has successfully completed inter-operability testing with the eircom equipment

and that it conforms to the specification as defined in Section 6.3.2 of the Technical Manual.

4. Charging

- 4.1 Charging for In-Span Interconnect shall be as set out in the eircom RIO Network Price List.
- 4.2 eircom shall be entitled to invoice and Operator shall be obligated to pay for In-Span Interconnect in accordance with the terms of this Service Schedule and as set out in Annex B.
- 4.3 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

5. Term

- 5.1 The minimum period of service for any In-Span Interconnect Bearer shall be 12 months from Commencement Date of Charging.
- 5.2 Each additional In-Span Interconnect Bearer shall be subject to its own minimum period of service of 12 months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of an In-Span Interconnect Bearer is required, the Operator shall give to eircom in writing at least one months notice, expiring on the last day of the calendar month following that in which the notice is given. Where such a termination request takes effect prior to the expiry of the minimum period of specified in 5.1 above, then the charges for the In-Span Interconnect Bearer shall be as in Clause 4.3 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

Appendix 1

Product Description

In-Span Interconnection (ISI)

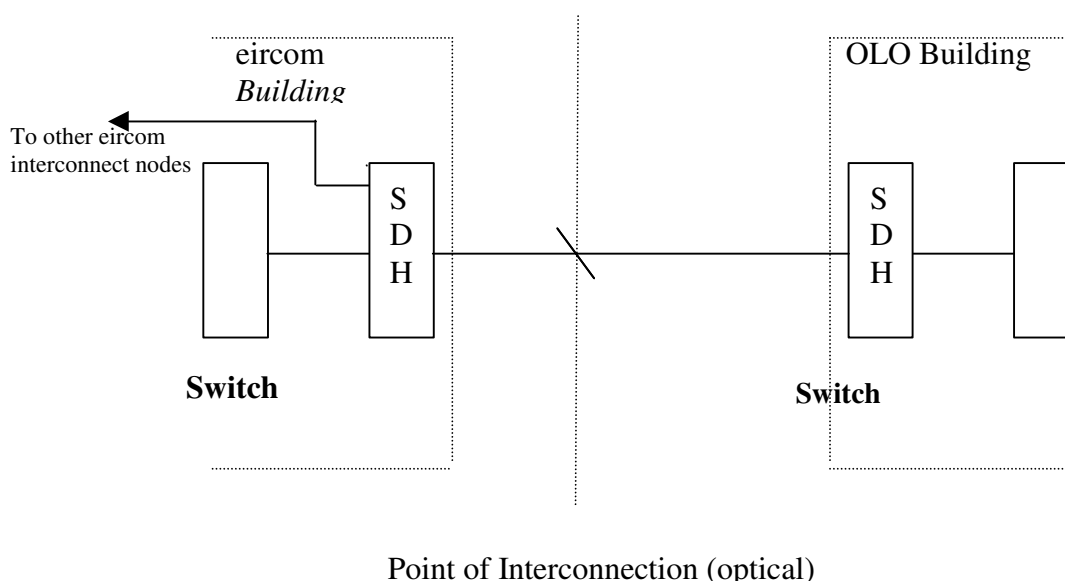
eircom will offer a Synchronous Digital Hierarchy (SDH) ISI Interconnection at STM-1 and STM-4 where the other Party uses the same optical SDH interface as eircom. The ISI Interconnection will enable the provision of 2 Mbit/s Interconnect Paths only. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1 and 252 x 2 Mbit/s at STM-4.

The Point of Interconnection (P.O.I.) of an ISI Interconnection is the point at which the optical fibres in the other Party's cable are connected to the optical fibres in the eircom cable. The requesting Party shall provide an Optical Distribution Frame (ODF) at the P.O.I. eircom will terminate its optical fibres on one side of the ODF and the other Party will terminate its fibres on the other side of the ODF.

Alternatively, the connection between the Operator fibre and the eircom fibre can be achieved through splicing.

The P.O.I. shall be located outside the boundary of the eircom interconnect node and shall be not more than 100 metres (duct length) from the boundary. eircom will identify suitable manholes within the immediate vicinity of its Interconnect Nodes which can facilitate the provision of In-Span connection. Where the Operator constructs their network to a point adjacent to such manholes, then no civil work charges will apply.

The maximum distance between the terminal ends of the ISI shall be determined with reference to the available optical power budget.



SDH In-Span Hanover (ISH)

ANNEX C

SERVICE SCHEDULE 102

eircom National Termination

This Service Schedule is effective from the date of signature this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom National Termination Calls handed over from the Operator Network for termination to geographic number ranges in the eircom Network.
- 2.2 eircom National Termination Calls shall be limited to calls to geographic number ranges allocated to eircom by the National Regulator or numbers ported to the eircom Network by Geographic Number Portability.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and cleardown sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom National Termination Calls during those periods of time and at the same standard and quality of service as eircom conveys all other Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom National Termination Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all National Termination Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom National Termination Calls shall be in accordance with the routing principles specified in Appendix 1 and in the eircom Call Origination and Termination Routing Scheme. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the conveyance of eircom National Termination traffic by eircom, the Operator shall pay eircom a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 102, eircom National Termination as published from time to time.
- 5.2 Charges for eircom National Termination calls shall be based on the actual Interconnect Node in the eircom Network through which they are connected. In the case where congestion of an Interconnect Link takes place and the Operator implements alternative routing, then the charge shall be based on the actual eircom Interconnect Node through which the call is connected after re-routing. There shall be no impact on the charge to the Operator for any alternative routing implemented, due to congestion within the eircom Network.
- 5.3 There shall be three basic charging levels for National Termination traffic. Charging at each level is time of day dependent. Traffic charging at each level shall be based on chargeable cumulative seconds for all appropriate National Termination traffic in each Billing Period rounded to the nearest minute as specified in the eircom RIO Price List, Service Schedule 102, eircom National Termination as published from time to time. The Operator shall also pay eircom the charge per call as specified in the eircom RIO Price List. The rates to be applied at each level are outlined in the eircom RIO Price List.

Appendix 1
to
SERVICE SCHEDULE 102

Routing Principles

1. The routing arrangements for eircom National Termination traffic shall be as defined herein.
2. eircom Primary Interconnect Nodes will accept eircom National Termination traffic destined for geographic number ranges in their Catchment Areas. No other traffic will be accepted at eircom Primary Interconnect Nodes.
3. eircom Tandem Interconnect Nodes will accept eircom National Termination traffic destined for all geographic number ranges.
4. eircom Tertiary Nodes will accept eircom National Termination traffic for all geographic number ranges.
5. The document “eircom Call Origination and Termination Routing Scheme”, as amended from time to time, provides details of geographic number ranges in the eircom Network and the Interconnect Nodes at which each charging level will apply.

ANNEX C**SERVICE SCHEDULE 103****eircom Call Origination**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Call Origination Calls from geographic number ranges in the eircom Network to the Operator Network.
- 2.2 eircom Call Origination service shall comprise all calls with the leading digits: 13XXX being the carrier selection code for the Operator,
13YYY being the carrier access code for the Operator and
139ZZ being the carrier pre-selection code for the Operator.
These codes shall not be prefixed with any digits other than the CLIP and CLIR indicators.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Call Origination Calls during those periods of time and at the same standard and quality of service as eircom conveys all other Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Call Origination Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Call Origination Calls delivered from the eircom Network.

4. Routing

- 4.1 The conveyance of eircom Call Origination Calls shall be in accordance with the routing principles specified in Appendix 1 and in the eircom Call Origination and Termination Routing Scheme. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the conveyance of eircom Call Origination traffic by eircom, the Operator shall pay eircom a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 103, eircom Call Origination as published from time to time.
- 5.2 Charges for eircom Call Origination Calls shall be based on the actual Interconnect Node in the eircom Network through which they are connected. In the case where congestion of an Interconnect Link takes place and alternative routing is implemented, then the charge shall be based on the actual eircom Interconnect Node through which the Call is connected after re-routing. There shall be no impact on the charge to the Operator for any alternative routing implemented, due to congestion within the eircom Network.
- 5.3 There shall be three basic charges for Call Origination traffic. Charging at each level is time of day dependent. Traffic charging at each level shall be based on the number of chargeable Calls and cumulative seconds for all appropriate Call Origination traffic in each Billing Period rounded to the nearest minute as specified in the eircom RIO Price List, Service Schedule 103, eircom Call Origination as published from time to time. The operator shall also pay eircom the charge per call as specified in the eircom RIO Price List.

Appendix 1
to
SERVICE SCHEDULE 103
Routing Principles

1. The routing arrangements for eircom Call Origination traffic shall be as defined therein.
2. eircom Primary Interconnect Nodes to which the Operator has interconnected will deliver eircom Call Origination traffic from geographic number ranges in their Catchment Areas. No other eircom Call Origination traffic will be delivered at eircom Primary Interconnect Nodes.
3. eircom Tandem Interconnect Nodes to which the Operator has interconnected will deliver eircom Call Origination traffic from geographic number ranges in their Catchment Areas, the Catchment areas of their controlled Primary Interconnect Nodes and the Catchment area of Tandem Interconnect Nodes for which they have been nominated as the final overflow route. In the case where Tandem Interconnect Nodes are twinned, Interconnect Links must be established to both eircom Tandem Interconnect Nodes in order to gain full access to this Catchment Area. No other eircom Call Origination traffic will be accepted at eircom Tandem Interconnect Nodes.
 - 3.1 If Interconnect Links are established to only one of the eircom Tandem Interconnect Nodes where twinned eircom Tandem Interconnect Nodes exist, then this Interconnect Link shall be treated as if it were a eircom Primary Interconnect Node with only eircom Call Origination traffic from geographic number ranges directly connected to that Node and a percentage of the traffic from controlled Primary Interconnect Nodes delivered.
4. eircom Tertiary Nodes will deliver eircom Call Origination traffic for all geographic number ranges.
5. The document “eircom Call Origination and Termination Routing Scheme”, as amended from time to time, provides detail of the number ranges in the Catchment Area of each of Primary Interconnect Nodes offered by eircom. It also provides detail of the Tandem Interconnect Nodes for each number range.

ANNEX C**SERVICE SCHEDULE 104****National Transit**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey National Transit Calls handed over from the Operator Network for termination on geographic or non-geographic (excluding Number Translation codes) numbers in Networks within Ireland other than the eircom Network. This shall include the Networks of all other operators who have requested eircom to open number ranges that have been granted to them by the National Regulator in the National Numbering Plan.
- 2.2 Subject to the provisions of this Service Schedule, eircom shall convey National Transit Calls handed over from Networks within Ireland, other than the eircom Network for termination on Number Translation Code number ranges in the Operator Network. This shall include all Number Translation Code number ranges that the Operator has requested to be opened in the eircom Network

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey National Transit Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of National Transit Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all National Transit Calls presented for delivery via the eircom Network

4. Routing

- 4.1 The conveyance of National Transit Calls shall be in accordance with the routing principles specified in the Network Plan and as set out in the “eircom Switched Transit Routing and Price List” as amended from time to time. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the conveyance of National Transit traffic via the eircom Network where eircom is the first choice route for such traffic, the Operator shall pay eircom a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 104 National Transit as published from time to time. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 In addition to the charges outlined in the eircom RIO Price List, the Operator shall pay to eircom the agreed Call charges relevant to the terminating or originating network as stated in the eircom Switched Transit Routing and Price List. The total charge relevant to each combination of operator and service are published in the “eircom Switched Transit Routing and Price List” as amended from time to time, the list indicates which charges the originating and terminating parties are liable for.
- 5.3 In the event that direct accounting arrangements have been agreed between the Operator and the terminating or originating network, the charges in the eircom RIO Price List, Service Schedule 104 National Transit as published from time to time will apply.
- 5.4 Where the transit service provided is to an NTC number range and the originating network refuses to pay the legitimate invoices raised by eircom for the service, there shall be no obligation on eircom to settle with the operator for such calls

ANNEX C**SERVICE SCHEDULE 105****Access to eircom Premium Rate Services**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Premium Rate Services Access Calls handed over from the Operator Network for delivery to Premium Rate Services provided by eircom. This shall comprise of all eircom calls with the leading digits "15XX" excluding 1511 which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Premium Rate Services Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Premium Rate Services Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Premium Rate Access calls presented for delivery in the eircom Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.

4. Routing

- 4.1 The conveyance of eircom Premium Rate Services Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the conveyance of eircom Premium Rate Services Access calls by eircom, the Operator shall pay eircom a charge per call and/or per minute as specified in the eircom RIO Price List, Service Schedule 105 Access to eircom Premium Rate Services as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 106****Access to eircom Freefone Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

“PAC Eligible Payphone”

means payphones for which an operator is authorised to request the application of the payphone category to its line for the purpose of recovering the PAC, listed in the A-number database for PAC (“A-Number Database”) in accordance with ComReg’s requirements.

“Payphone Access Charge” or “PAC”

is the additional origination charge the terminating operator has to pay to the originating operator for access to the Freefone Service from PAC Eligible Payphones.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Freefone Service Access Calls handed over from the Operator Network for delivery to Freefone services provided by eircom. This shall comprise all eircom calls with the leading digits “180” which have been allocated to eircom by the National Regulator or ported into the eircom network.
- 2.2 Subject to the provisions of this Schedule, where the call originates on a PAC eligible Payphone, the PAC shall be provided in accordance with the Payphone Access Charge Inter Operator Process Manual (“PAC IPM”), the Payphone Access Charge Product Description (“PAC Product Description”) and the Payphone Access Charge Accounting Principles (“PAC-AP”). The controlling document is the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiation with industry, if appropriate.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements,

including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.

- 3.2 eircom shall convey eircom Freefone Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Freefone Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Freefone Access Calls presented for delivery in the eircom Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.
- 3.5 The provision, operation and maintenance relating to PAC shall be as set out in the PAC IPM.

4. Routing

- 4.1 The conveyance of eircom Freefone Service Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom Freefone Service Access calls from the Operator Network (other than from PAC Eligible Payphones), eircom shall pay the Operator a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 106 Access to eircom's Freefone Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 For the delivery of eircom Freefone Service Access calls from Operator PAC Eligible Payphones, eircom shall pay the Operator a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 106, Access to eircom Freefone Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C

SERVICE SCHEDULE 107

Access to eircom LoCall Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom LoCall Service Access Calls handed over from the Operator Network for delivery to LoCall Services provided by eircom. This shall comprise all eircom calls with the leading digits "1890" which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom LoCall Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom LoCall Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom LoCall Access Calls presented for delivery in the eircom Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.

4. Routing

- 4.1 The conveyance of eircom LoCall Service Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom LoCall Service Access calls from the Operator Network, the Operator shall pay eircom a charge per call and per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 107, Access to eircom's LoCall Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 108****Access to eircom Callsave Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Callsave Service Access Calls handed over from the Operator Network for delivery to Callsave Services provided by eircom. This shall comprise all eircom calls with the leading digits "1850" which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Callsave Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Callsave Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom CallSave Access Calls presented for delivery in the eircom Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.

4. Routing

- 4.1 The conveyance of eircom Callsave Service Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom CallSave Service Access calls from the Operator Network, the Operator shall pay eircom a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 108 Access to eircom's Callsave Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 109****Access to eircom Universal Number Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Universal Access Service Calls handed over from the Operator Network to Universal Access Services provided by eircom. This shall comprise all calls with the leading digits "0818" which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Universal Access Service Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Universal Access Service Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Universal Access Service Calls presented for delivery in the eircom Network..

4. Routing

- 4.1 The conveyance of eircom Universal Access Service Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom Universal Access Service calls from the Operator Network, the Operator shall pay eircom a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 109, eircom Universal Access Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 110****Access to eircom Personal Numbering Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Personal Numbering Calls handed over from the Operator Network to Personal Numbering Services provided by eircom. This shall comprise all calls with the leading digits "0700" which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Personal Numbering Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Personal Numbering Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Personal Numbering Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom Personal Numbering Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom Personal Numbering Service calls from the Operator Network, the Operator shall pay eircom a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 110 eircom Personal Numbering Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 111****eircom National Directory Enquires**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

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

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom National Directory Enquiry Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom National Directory Enquiry Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all National Directory Enquiry Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom National Directory Enquiry Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the handling of eircom National Directory Enquiry Calls from the Operator Network by eircom, the Operator shall pay to eircom the charges as set out in the eircom RIO Price List, Service Schedule 111, eircom National Directory Enquiries as published from time to time. An eircom National Directory Enquiry Call shall provide a maximum of three (3) listings per enquiry.

ANNEX C**SERVICE SCHEDULE 112****eircom International Directory Enquires**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom International Directory Enquiry Calls handed over from the Operator Network to an eircom operator centre. This shall comprise all traffic with the digits "11818". The International Directory Enquiry service offered shall be the same as that offered to customers directly connected to the eircom Network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom International Directory Enquiry Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom International Directory Enquiry Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom International Directory Enquiry Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom International Directory Enquiry Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the handling of eircom International Directory Enquiry Calls from the Operator Network by eircom, the Operator shall pay to eircom a charge as set out in the eircom RIO Price List, Service Schedule 112, eircom International Directory Enquiries as published from time to time. An International Directory Enquiry Call shall provide a maximum of three (3) listings per enquiry.

ANNEX C**SERVICE SCHEDULE 115****Access to Emergency Services (999/112)**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

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

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey, subject to the provisions of Clause 4 hereof, Emergency Services Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Emergency Services Calls in accordance with such Party’s normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Emergency Services Calls presented for delivery in the eircom Network.

4 Operator Obligations

- 4.1 For an interim period the Operator shall meet the obligations in clauses 4.3; 4.4 and 4.5 hereof. Both Parties shall make their best endeavours to minimise the duration of this interim period.
- 4.2 Clause 3.2 hereof provides that eircom shall convey emergency service calls during those periods of time and that the same standard and quality of service as eircom conveys similar calls originated within the eircom network. In order for eircom to honour its obligations under clause 3.2 the Operator shall be obliged to undertake the following obligations.
- 4.3 In the event of the emergency authorities requesting the calling number and, or name and address within one hour of the call being received for the purpose of,
- (i) security of state,
 - (ii) detection and prevention of crime
 - (iii) safety and protection of life and property
- eircom will provide the relevant details which are available to the emergency services. In order to enable eircom to honour this obligation it is incumbent upon the Operator to provide eircom with details of the caller name and address of the Operator customer where the emergency authorities request eircom to provide such calling number and, or name and address.
- 4.4 It is the sole responsibility of the Operator to ensure that all the necessary safeguards and protections are in place to allow it to disclose such information to eircom without incurring a breach of the relevant data protection legislation.
- 4.5 The honouring of eircom of its obligations with regards to standard and quality of service outlined in Clause 3.2 of this Annex is contingent upon the Operator honouring the obligations outlined herein.

5. Routing

- 5.1 The conveyance of Emergency Services Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls will be delivered to the eircom Tertiary Interconnect Nodes where possible but this these Calls will be accepted at all eircom Interconnect Nodes. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

6. Charging

- 6.1 For the delivery of eircom Emergency Service Access traffic from the Operator Network, the Operator shall pay eircom a charge per minute

calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 115, Emergency Services as published from to time. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 116****Access to eircom Packet Services**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey Packet Services Access Calls handed over from the Operator Network for delivery to Operators connected to the eircom Network. This shall comprise all traffic with the leading digits "1511".

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey Packet Services Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Packet Services Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Packet Switch Access Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of Packet Services Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes only. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Packet Services Access traffic from the Operator Network, the Operator shall pay eircom a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 116, Packet Services Access as published from time to time. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 118****eircom Customer Care Access**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Customer Care Access Calls handed over from the Operator Network for delivery to Operators connected to the eircom Network. This shall comprise all traffic with the leading digits "1901".

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey eircom Customer Care Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Customer Care Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Customer Care Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom Customer Care Access Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

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

ANNEX C

SERVICE SCHEDULE 120

eircom Carrier Pre-Selection (CPS) Service

This Service Schedule is effective from the 1st January 2000 and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

“Access Provider” is the authorised operator, in this case eircom, providing the line that connects a customer’s telephone to that operator’s local exchange.

“Call Services” means the call services specified in the industry agreed Carrier Pre Selection All Calls Inclusion and Exclusion List.

"CPS Service" is defined as the facility, provided by eircom, that permits an eircom customer to decide in advance to use the Operator to carry certain pre-defined classes of calls.

“Customer Authorisation Form (“CAF”) means the form completed and signed by the customer, or the recording of Third Party Verification, or the electronic form completed by the customer or the recording of an Operator Internal Customer Verification to approve a change of Call Services.

“Gaining Operator” is the operator which the customer has chosen to provide Call Services in the future.

"Industry Agreed" is defined as agreed by the CPS Committee and the CPS Single Billing Steering Group established pursuant to Decision Notices D2/99, D13/02 and D20/03 respectively.

“Losing Operator” is the operator which provided Call Services to the customer prior to the customer electing to

change to the Gaining Operator.

**“Operator Internal
Customer Verification”**

means an internal Operator process of recording the customer’s consent to processing an order for CPS which is conducted via the telephone, with a recording of the customer’s consent serving as a record of same as more fully set out in the Requirements for Operator Internal Customer Verification document published on the eircom website from time to time.

“Reseller”

means any third party making Call Services available to an end-user via the Operator’s Network.

**“Third Party
Verification”**

means an independent means of verifying a customer’s consent and obtaining the customer information required to process an order for the CPS Service which is conducted via the telephone, with a recording of the call serving as a record of the customer’s consent as more fully set out in the Requirements for Third Party Verification document published on the eircom website from time to time.

**“Unauthorised
Provisioning of CPS
Service”**

means any activity undertaken by an Operator that attempts to initiate a CPS Service change without the consent of the customer. This is also known as “slamming.”

2. Description of Service

- 2.1 Subject to the provisions of this Schedule, eircom shall provide Carrier Pre-Selection facilities in accordance with the National Regulator’s Decision Notice D2/99, D13/99, D13/02 and D20/03.
- 2.2 The Parties shall be bound by the terms and conditions set out in the latest version of the Requirements for Third Party Verification and Requirements for Operator Internal Customer Verification published on eircom’s website, as amended from time to time after negotiations with industry.

3 Terms and Conditions

- 3.1 The Parties agree to provide CPS capability in their Networks in accordance with the Industry Agreed "Carrier Pre-Selection Network Design Decisions,

CPS19", in conjunction with the National Regulator's Decision Notices D2/99, D13/99, D13/02 and D20/03.

- 3.2 The Parties agree to abide by the Industry Agreed "Carrier Pre-selection Industry Process Definition, CPS18" and the "Carrier Pre-Select IT Functional Specification, CPS16" as amended.
- 3.3 eircom will be bound by the terms of the Carrier Pre Selection Service Level Agreement as published on the eircom Wholesale website. The controlling document is the latest version of the above titled document published on eircom's website as agreed with the National Regulator following negotiation with industry if appropriate.
- 3.4 Each Party shall correct faults which occur in its Systems which affect the delivery of the CPS Service in accordance with such Party's normal work practices. For the avoidance of doubt, neither Party warrants that its Systems is, or will be, free from faults.
- 3.5 Calling Line Identity for network and presentation purposes shall be made available for all Carrier Pre-Selection Calls presented for delivery in the Operator's Network.
- 3.6 The document CPS 24 as amended, derived from the national numbering scheme, provides guidelines to which codes, on an individual basis, are included and excluded in the definition of All Calls for the purpose of CPS. For the avoidance of doubt calls to the codes "13X", "17X", "112", "999", "1891" and "199" are to be excluded. Decision D13/02 - called for these exclusions to be reviewed which exercise is in progress.
- 3.7 eircom will not discriminate in the investigation and repair of faults between access lines with CPS activated for the Operator and all other access lines.

4. Customer Authorisation

- 4.1 The Gaining Operator must acquire a CAF prior to submission of CPS Service orders.
- 4.2 The Gaining Operator must retain a customer's CAF for a period of at least two years. Thereafter, the Gaining Operator must cease the CPS Service when the end-user referenced in the CAF ceases Call Services with the Gaining Operator.
- 4.3 If a customer complains to a Losing Operator regarding the change of service provider, the Losing Operator is entitled to request a copy of the CAF, and the Gaining Operator must provide a true copy of the CAF to that operator within two (2) Working Days.

- 4.4 If the Losing Operator is not satisfied with the copy of the CAF produced by the Gaining Operator, then the Gaining Operator must provide access to the original CAF within two (2) Working Days.
- 4.5 Wherever the Operator provides Call Services through a Reseller, the Operator shall ensure that the rights and obligations of Gaining and Losing Operators set out in this Clause 4 apply to the Reseller.

5 Unauthorised Provisioning of CPS

- 5.1 A Party shall not engage in Unauthorised Provisioning of the CPS Service. Nothing in this Clause 5 or elsewhere shall prejudice the rights of the National Regulator pursuant to Section 45 of the Communications Regulation Act 2002, as may be amended from time to time.
- 5.2 Where an incident(s) of Unauthorised Provisioning of CPS Service is detected by either Party, the incident(s) shall be notified to the Gaining Operator. Each Party shall use its best endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the customer's service to the status prior to the disputed provisioning.
- 5.3 Where complaints concerning incident(s) of Unauthorised Provisioning of CPS Service cannot be resolved in accordance with Clause 5.2, or within ten (10) Working Days of the Gaining Operator being notified pursuant to Clause 5.2., the Losing Operator shall have the option of requesting the President of the Law Society of Ireland to nominate a single arbitrator to adjudicate upon the complaint. The decision of such an arbitrator shall be final and binding in its entirety upon the Parties.
- 5.4 Wherever the Operator provides Call Services through a Reseller, the Operator shall ensure that the rights and obligations of Gaining and Losing Operators set out in this Clause 5 apply to the Reseller.

6. Routing

- 6.1 eircom will route CPS Calls in accordance with the routing arrangement as set out in Service Schedule 103.
- 6.2 All calls subject to a CPS mechanism will be routed without alteration to the digit string dialled by the customer subject to the following exceptions required by the National Regulator's Decision Notice D13/99:
- the insertion of the CPS Routing Code Prefix (as defined in D13/99)
 - the insertion of the STD Code (as defined in D13/99) for the local call area
 - the removal of the customer instruction digits "141" when the calling line category is reset to Calling Line Identification Restriction (CLIR) (as defined in D13/99) and passed through

- the removal of the customer instruction digits “142” when the calling line category is reset Calling Line Identification Presentation (CLIP) (as defined in D13/99) and passed through

7. Charging

- 7.1 For the conveyance of eircom CPS Service calls from the eircom Network, the Operator shall pay eircom a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 103. ,
- 7.2 The charges payable to eircom for handling CPS orders and CPS Service Enablement Testing are outlined in the eircom RIO Price List, Service Schedule 120, eircom Carrier Pre-Selection (CPS) Service as published from time to time. All charges relating to this Service Schedule will be calculated for each calendar month and will be invoiced together with the traffic invoice for that month.
- 7.3 The CPS Service Enablement testing with the Operator will be charged at a once off rate as outlined in the eircom RIO Price List, Service Schedule 120 eircom Carrier Pre-Selection (CPS) as published from time to time assuming that testing is successfully completed at the first attempt. Separate charges will be agreed between the Parties if elements of the testing have to be repeated.

ANNEX C**SERVICE SCHEDULE 121****Access to eircom 1891 Internet Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Internet Access Calls originated in and handed over from the Operator Network. This shall comprise traffic commencing with the digits "1891" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Internet Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Internet Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Internet Access Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom Internet Access Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom Internet Access Service traffic originated in the operator Network, the Operator shall pay a charge per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 121, Access to eircom Internet Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 122****Access to eircom 1892 Internet Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or an Amendment thereto and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator or termination of this Agreement.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Internet Access Calls originated in and handed over from the Operator Network. This shall comprise traffic commencing with the digits "1892" which have been allocated to eircom by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Internet Access Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Internet Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Internet Access Calls presented for delivery in the eircom Network.

4. Routing

- 4.1 The conveyance of eircom Internet Access Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom 1892 Internet Access Service traffic originated in the Operator Network, the Operator shall pay a charge per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 122, Access to eircom 1892 Internet Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 124****Access to eircom VoIP Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom VoIP Service Calls handed over from the Operator Network to VoIP Services provided by eircom. This shall comprise all calls with the leading digits "076X" which have been allocated to eircom by the National Regulator or ported into the eircom network.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom VoIP Service Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.

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

3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom VoIP Service Calls presented for delivery in the eircom Network.

4. Routing

4.1 The conveyance of eircom VoIP Service Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

5.1 For the delivery of eircom VoIP Service calls from the Operator Network, the Operator shall pay eircom a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 124 eircom VoIP Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 125****Access to eircom Harmonised Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

“PAC Eligible Payphone”

means payphones for which an operator is authorised to request the application of the payphone category to its line for the purpose of recovering the PAC, listed in the A-number database for PAC (“A-Number Database”) in accordance with National Regulator’s requirements.

“Payphone Access Charge” or “PAC”

is the additional origination charge the terminating operator has to pay to the originating operator for access to the Harmonised Service from PAC Eligible Payphones.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, eircom shall convey eircom Harmonised Service Access Calls handed over from the Operator Network for delivery to Harmonised Access services provided by eircom. This shall comprise all eircom calls with the leading digits “116” which have been allocated to eircom by the National Regulator or ported into the eircom network.
- 2.2 Subject to the provisions of this Schedule, where the call originates on a PAC eligible Payphone, the PAC shall be provided in accordance with the Payphone Access Charge Inter Operator Process Manual (“PAC IPM”), the Payphone Access Charge Product Description (“PAC Product Description”) and the Payphone Access Charge Accounting Principles (“PAC-AP”). The controlling document is the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiation with industry, if appropriate.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 eircom shall convey eircom Harmonised Calls during those periods of time and at the same standard and quality of service as eircom conveys similar Calls originated within the eircom Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of eircom Harmonised Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all eircom Harmonised Calls presented for delivery in the eircom Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.
- 3.5 The provision, operation and maintenance relating to PAC shall be as set out in the PAC IPM.

4. Routing

- 4.1 The conveyance of eircom Harmonised Service Calls shall be in accordance with the routing principles specified in the Network Plan and all such Calls shall be delivered to the eircom Tertiary Interconnect Nodes. All Calls covered by this Service Schedule will be carried on eircom billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of eircom Harmonised Service Calls from the Operator Network (other than from PAC Eligible Payphones), eircom shall pay the Operator a charge per call and/or per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 125 Access to eircom's Harmonised Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 For the delivery of eircom Harmonised Service Calls from Operator PAC Eligible Payphones, eircom shall pay the Operator a charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 125, Access to eircom Harmonised Service as published from time to

time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

ANNEX C**SERVICE SCHEDULE 205****Access to Operator Premium Rate Services**

This Service Schedule is effective from the date of signature of this Service Schedule and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey the Operator Premium Rate Services Access Calls originated in and handed over from the eircom network for delivery to Premium Rate Services provided by the Operator. This shall comprise of all traffic with the leading digits "15XX" excluding "1511" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Premium Rate Services Access Calls during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Premium Rate Services Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes, shall, where available, be made available for all The Operator Premium Rate Access Calls presented for delivery in the Operator Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Premium Rate Services Access Calls shall be in accordance with the routing principles as specified in the Network Plan. All calls covered by this Service Schedule will be carried on the Operator billed Interconnect Paths.

5. Charging

- 5.1 For the conveyance of Operator Premium Rate Services Access traffic originated in the eircom network by the Operator, eircom shall retain the retention charge per call and/or per minute as specified in the eircom RIO Price List, Service Schedule 205, Access to Operator Premium Rate Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Premium Rate Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.1 The recalculation will be based on the actual Operator traffic for month 1 and the resulting Settlement Rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

6. Billing and Payment

- 6.1 Both Parties recognises that the lack of fraud prevention, detection and adjustment measures for Premium Rate Services is a mutual concern and that some industry-wide procedures need to be developed. In the interim, the Operator shall bill and reimburse eircom in accordance with the procedures outlined in Annex B.

ANNEX C

SERVICE SCHEDULE 206

Access to the Operator Freefone Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

“PAC Eligible Payphone”

means payphones for which an operator is authorised to request the application of the payphone category to its line for the purpose of recovering the PAC, listed in the A-number database for PAC (“A-Number Database”) in accordance with ComReg’s requirements.

“Payphone Access Charge” or “PAC”

is the additional origination charge the terminating operator has to pay to the originating operator for access to the Freefone Service from PAC Eligible Payphones.

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Freefone Service Access Calls originated in and handed over from the eircom Network for delivery to Freefone services provided by the Operator. This shall comprise all Operator traffic with the leading digits “180” which have been allocated to the Operator by the National Regulator.

- 2.2 Subject to the provisions of this Schedule, where the call originates on a PAC eligible Payphone the PAC shall be provided in accordance with the Payphone Access Charge Inter Operator Process Manual (“PAC IPM”), the Payphone Access Charge Product Description (“PAC Product Description”) and the Payphone Access Charge Accounting Principles (“PAC-AP”). The controlling document is the latest version of the above titled documents published on eircom’s website as agreed with the National Regulator following negotiation with industry, if appropriate.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Freefone Access Calls during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls originated within the Operator Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Freefone Access Calls in accordance with such Party’s normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Freefone Access Calls presented for delivery in the Operator Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller’s number shall be made available instead.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual
- 3.6 The provision, operation and maintenance relating to PAC shall be as set out in the PAC IPM.

4. Routing

- 4.1 The conveyance of Operator Freefone Service Access Calls shall be in accordance with the routing principles specified in Appendix 1. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Freefone Service Access calls originated in the eircom Network, (other than from PAC Eligible payphones) the Operator shall pay eircom an average charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 206 Access to Operator Freefone Service as published from time to time. Per minute traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Freefone Service traffic Settlement Rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting Settlement Rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.
- 5.2 For the delivery of Operator Freefone Service Access traffic from PAC Eligible Payphones, the Operator shall pay eircom an average charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 206, Access to Operator Freefone Service as published from time to time.. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.5 In the event that the Operator requests the payphone category to be applied for the purpose of raising its PAC to lines designated by the National Regulator as a PAC Eligible Payphone lines, the Operator shall pay eircom as specified in the eircom RIO Price List, Service Schedule 206, Access to Operator Freefone Service as published from time to time.

ANNEX C

SERVICE SCHEDULE 207

Access to the Operator Shared Cost Timed Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Shared Cost Timed Service Access Calls originated in and handed over from the eircom Network for delivery to Shared Cost Timed Service provided by the Operator. This shall comprise all Operator traffic with the leading digits "1890" which have been allocated to the Operator by the National Regulator.

3. Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Shared Cost Timed Access Calls during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of the Operator Shared Cost Timed Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Shared Cost Timed Access Calls presented for delivery in the Operator Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Shared Cost Timed Service Access Calls shall be in accordance with the routing principles specified in The Network Plan. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Shared Cost Timed Service Access traffic originated in the eircom network, eircom shall retain the average retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 207 Access to Operator Shared Cost Timed Service as published from time to time.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Shared Cost Timed Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting Settlement Rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C

SERVICE SCHEDULE 208

Access to the Operator Shared Cost Fixed Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Shared Cost Fixed Service Access Calls originated in and handed over from the eircom Network for delivery to Shared Cost Fixed Service provided by the Operator. This shall comprise all Operator traffic with the leading digits "1850" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Shared Cost Fixed Access Calls during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Shared Cost Fixed Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Shared Cost Fixed Access Calls presented for delivery in the Operator Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller's number shall be made available instead.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Shared Cost Fixed Service Access Calls shall be in accordance with the routing principles specified in The Network Plan. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Shared Cost Fixed Service Access traffic originated in the eircom Network, eircom shall retain an average retention charge per call and per minute calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 208, Access to Operator Shared Cost Fixed Service as published from time to time,
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Shared Cost Fixed Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting settlement rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C**SERVICE SCHEDULE 209****Operator Universal Access Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Universal Access Service Calls originated in and handed over from the eircom Network for delivery to Universal Access Services provided by the Operator. This shall comprise all traffic with the digits "0818" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Universal Access Service Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Universal Access Service Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Universal Access Service Calls presented for delivery in the Operator Network.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Universal Access Service Calls shall be in accordance with the routing principles specified in the Network Plan. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Universal Service Access traffic originated in the eircom Network, eircom shall retain an average retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 209, Operator Universal Access Service as published from time to time.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Universal Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting settlement rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C**SERVICE SCHEDULE 210****Operator Personal Numbering Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, The Operator shall convey Operator Personal Numbering Calls originated in and handed over from the eircom Network for delivery to Personal Numbering Services provided by the Operator. This shall comprise all traffic with the digits "0700" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Personal Numbering Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Personal Numbering Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Personal Numbering Calls presented for delivery in the Operator Network.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Personal Numbering Calls shall be in accordance with the routing principles specified in the Network Plan. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Personal Numbering Service Access traffic originated in the eircom Network, eircom shall retain an average retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 210 Operator Personal Numbering Service as published from time to time.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Personal Numbering Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting settlement rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C

SERVICE SCHEDULE 221

Access to Operator 1891 Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Internet Access Calls originated in and handed over from the eircom Network. This shall comprise traffic commencing with the digits "1891".

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Internet Access Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Internet Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Internet Access Calls presented for delivery in the Operator Network.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator Internet Access Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Internet Access Service traffic originated in the eircom Network, eircom shall retain a retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 221, Operator Internet Access Service as published from time to time. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator 1891 Internet Access Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting settlement rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C

SERVICE SCHEDULE 222

Access to Operator 1892 Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or an Amendment thereto and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator or termination of this Agreement.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Internet Access Calls originated in and handed over from the eircom Network. This shall comprise traffic commencing with the digits "1892".

3 Terms and Conditions

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

- 3.2 The Operator shall convey Operator Internet Access Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.

- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Internet Access Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Internet Access Calls presented for delivery in the Operator Network.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual.

4. Routing

- 4.1 The conveyance of Operator Internet Access Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of Operator Internet Access Service traffic originated in the eircom Network, eircom shall retain a retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 222, Operator 1892 Internet Access Service as published from time to time. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator 1892 Internet Access Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting Settlement Rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C**SERVICE SCHEDULE 223****Operator 1893 Primary
Flat Rate Internet Access Call Origination Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or an Amendment thereto and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator or termination of this Agreement.

1. Definitions

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

“Primary FRIACO” means flat rate internet access call origination as defined in the FRIACO Product Description as published on the eircom website as agreed with the National Regulator following negotiation with the Industry if appropriate.

“FRIACO Interconnect Path” means the 2Mbit/s interconnect path dedicated for access to Operator’s 1893 FRIACO service(s) as provided for herein and Service Schedule 001.

“FRIACO Calls” means calls to Operators 1893 Primary FRIACO service(s) carried on Operator’s FRIACO Interconnect Paths.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator 1893 Primary FRIACO Service shall convey FRIACO Calls originated in the eircom Network. This shall comprise traffic commencing with the digits “1893”. The product will also be provided as described in the current Flat Rate Internet Access Call Origination Product Description (“FRIACO Product Description”) published on the eircom website as agreed with the National Regulator following negotiation with the Industry if appropriate. The FRIACO Product Description may be updated and republished as agreed with the National Regulator following negotiations with industry if appropriate.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator FRIACO Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.
- 3.3 Each Party shall correct faults, which occur in its Network, which affect the conveyance of Operator FRIACO Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator FRIACO Calls presented for delivery in the Operator Network.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual.
- 3.6 National Transit shall not be provided for access to Operator 1893 Primary FRIACO Service.
- 3.7 The Parties shall make reasonable endeavours to agree adequate safeguards to prevent and detect fraudulent use of Operator 1893 Primary FRIACO Service.
- 3.8 eircom reserves the right to block or clear-down Calls conveyed under this Service Schedule if it reasonably considers that use of the Operator 1893 Primary FRIACO Service is causing or has the potential to cause severe degradation of service to customers or impacts eircom's ability to fulfil its Universal Service Obligations. eircom's actions must be reasonable and in accordance with Clause 12 of the main body of this Interconnect Agreement.
- 3.9 If the volume of FRIACO call attempts reaches a level which threatens to jeopardise either party's network integrity, eircom and/or Operator may apply the necessary network management controls to prevent the adverse network implications. In the event that a Party takes such action it shall promptly notify the other Party and the Parties will act reasonably to attempt to address and resolve the issue. The Parties actions must be reasonable and in accordance with Clause 12 of the main body of this Interconnect Agreement.

- 3.10 If eircom identifies an area of Network constraint that is causing or is likely to cause capacity issues requiring the regular, ongoing or frequent need to apply network management controls, eircom shall immediately escalate to the National Regulator and notify the Operator.
- 3.11 Only FRIACO Calls may be conveyed pursuant to this Service Schedule and on the FRIACO Interconnect Path.
- 3.12 The Operator shall operate the FRIACO service(s) in a reasonable manner.

4. Routing

- 4.1 The conveyance of Operator FRIACO Calls shall be in accordance with the routing principles specified in the Network Plan. All Calls covered by this Service Schedule will be carried on Operator FRIACO Interconnect Paths. For the avoidance of doubt, overflow routing will not be provided for Operator FRIACO Calls.

5. Charging

- 5.1 For the delivery of Operator FRIACO Calls originated in the eircom Network, Operator shall pay eircom the charges as set out in the eircom RIO Price List.

ANNEX C**SERVICE SCHEDULE 224****Operator VoIP Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, The Operator shall convey Operator VoIP Service Calls originated in and handed over from the eircom Network for delivery to VoIP Services provided by the Operator. This shall comprise all traffic with the digits "076X" which have been allocated to the Operator by the National Regulator.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator VoIP Service Calls during those periods of time and at the same standard and quality of service as Operator conveys similar Calls originated within the Operator Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator VoIP Service Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.6 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator VoIP Service Calls presented for delivery in the Operator Network.
- 3.7 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual

4. Routing

- 4.1 The conveyance of Operator VoIP Service Calls shall be in accordance with the routing principles specified in the Network Plan. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.1 For the delivery of VoIP Service Access traffic originated in the eircom Network, eircom shall retain an average retention charge per minute and per call calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 224 Operator VoIP Service as published from time to time.
- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator VoIP Service traffic settlement rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting settlement rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.

ANNEX C**SERVICE SCHEDULE 225****Access to the Operator Harmonised Service**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

“PAC Eligible Payphone”

means payphones for which an operator is authorised to request the application of the payphone category to its line for the purpose of recovering the PAC, listed in the A-number database for PAC (“A-Number Database”) in accordance with the National Regulator’s requirements.

“Payphone Access Charge” or “PAC”

is the additional origination charge the terminating operator has to pay to the originating operator for access to the Universal Access Service from PAC Eligible Payphones.

Retention Rate: is defined as the appropriate amount of revenue collected for the call that can be retained by eircom as the originating Operator.

Settlement Rate: is defined as the amount that is passed from eircom to the Operator for access to the service, for the origination and conveyance of a call. It is normally the difference between the revenue (usually gross retail revenue) collected minus the Retention Rate.

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Operator shall convey Operator Harmonised Service Calls originated in and handed over from the eircom Network for delivery to Harmonised Access services provided by the Operator. This shall comprise all Operator traffic with the leading digits “116” which have been allocated to the Operator by the National Regulator.

- 2.2 Subject to the provisions of this Schedule, where the call originates on a PAC eligible Payphone the PAC shall be provided in accordance with the Payphone Access Charge Inter Operator Process Manual (“PAC IPM”), the Payphone

Access Charge Product Description (“PAC Product Description”) and the Payphone Access Charge Accounting Principles (“PAC-AP”). The controlling document is the latest version of the above titled documents published on eircom’s website as agreed with the National Regulator following negotiation with industry, if appropriate.

3 Terms and Conditions

- 3.1 The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Schedule. This specification is identified in the Network Plan.
- 3.2 The Operator shall convey Operator Harmonised Calls during those periods of time and at the same standard and quality of service as the Operator conveys similar Calls originated within the Operator Network.
- 3.3 Each Party shall correct faults which occur in its Network which affect the conveyance of Operator Harmonised Calls in accordance with such Party’s normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 3.4 Calling Line Identity for network and presentation purposes shall, where available, be made available for all Operator Harmonised Calls presented for delivery in the Operator Network. In the event that the full Calling Line Identity is not available, the National Destination Code of the caller’s number shall be made available instead.
- 3.5 Requests to open services under this Service Schedule should be made using the "OAO Short Code, Geographic and Non-Geographic number range Activation Request Template" as available in appendix 12 of the Interconnect O&M manual
- 3.6 The provision, operation and maintenance relating to PAC shall be as set out in the PAC IPM.

4. Routing

- 4.1 The conveyance of Operator Harmonised Service Calls shall be in accordance with the routing principles specified in Appendix 1. All calls covered by this Service Schedule will be carried on Operator billed Interconnect Paths.

5. Charging

- 5.3 For the delivery of Operator Harmonised Service Calls originated in the eircom Network, (other than from PAC Eligible payphones) the Operator shall pay eircom an average charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 225 Access to Operator Harmonised Service as published from time to time. Per minute

traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

- 5.2 Where the operator has decided to avail of Near End Hand Over, the Operator Harmonised Service traffic Settlement Rate as provided in the Operator Price List will be recalculated on a quarterly basis. This recalculation will amend the settlement rates to reflect the actual hand off achieved in the network by the Operator for this service and the actual call holding times which will amend gross revenue and regulated retention by eircom for this service.
- 5.3 The recalculation will be based on the actual Operator traffic for month 1 and the resulting Settlement Rate will be applied to months 4-6, provided the processes and approvals set out in the Operator Price List and the Switched Transit and Routing Price List are obtained in the timeframes set out therein. In the event that either the National Regulator or Operator fail to comply with the timeframes, the period to introduce the rate change shall be deferred until the 1st of the month after all approvals have been obtained.
- 5.4 For the delivery of Operator Harmonised Service traffic from PAC Eligible Payphones, the Operator shall pay eircom an average charge calculated in accordance with the rates as specified in the eircom RIO Price List, Service Schedule 225, Access to Operator Harmonised Service as published from time to time.. Traffic charging at each charge shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.
- 5.5 In the event that the Operator requests the payphone category to be applied for the purpose of raising its PAC to lines designated by the National Regulator as a PAC Eligible Payphone lines, the Operator shall pay eircom as specified in the eircom RIO Price List, Service Schedule 225, Access to Operator Harmonised Service as published from time to time.

ANNEX C

SERVICE SCHEDULE 301

Reciprocal Non-Geographic Number Portability Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

"Block Holder"	is defined as the Operator to whom the number range has been allocated by the National Regulator.
"Donor Operator"	is defined as the Operator in whose Network the ported number had been before the Port has taken place.
"Recipient"	is defined as the Operator in whose Network the ported number is after the Port has taken place.
"NTC Services"	are defined as freephone, premium rate, shared cost, universal access and personal numbering services, with the inclusion of additional and future non-geographic services as determined by the National Regulator.
" Non-Geographic Number Portability (NGNP)"	is defined as the service by which a customer can move their NTC Service from one Network to another without the requirement to change the associated non-geographic number.
"NTC Number"	is defined as a non-geographic number which supports an NTC service
"Port(ing)"	is defined as the process of transferring the NTC number from one Network to another
"Interim Charges"	are defined as the transaction charges for the

provision of NGNP Services included in this Agreement, purely for the purposes of billing arrangements in the interim period, and which will be replaced by charges approved by the National Regulator. These approved charges will be applied retrospectively to the commencement of Non Geographic Number Portability services.

“Industry Agreed” is defined as agreed by the Number Portability Committee established pursuant to the National Regulator’s Decision Notice D1/99.

2. Description of Service

- 2.1 Subject to the provisions of this Schedule, the Parties shall co-operate to operate Non-Geographic Number Portability between their respective Networks, in accordance with the National Regulator's Decision Notice D1/99.

3 Terms and Conditions

- 3.1 The Parties agree to provide NGNP capability within their Networks in accordance with the Industry Agreed "Number Portability Network Working Group Design Decisions, NP14".
- 3.2 The Parties agree to abide by the Industry Agreed "Non-Geographic Number Portability End To End Process Manual, NP16", and with the Industry Agreed "Non Geographic Number Portability IT Functional Specification, NP31", and the Industry Agreed “NGNP Test Specification for Service Enablement, NP 28”.
- 3.3 The Parties agree to make reasonable endeavours to abide by the conditions of the Industry Agreed "Non Geographic Number Portability Code of Practice NP15".
- 3.4 The Parties agree to abide by the terms of the Reciprocal Non Geographic Number Portability Service Level Agreement as published on the eircom Wholesale website. The controlling document is the latest version of the above titled document published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.
- 3.5 Each Party shall correct faults which occur in its Systems which affect the Non-Geographic Number Portability service in accordance with such Party’s normal work practices. For the avoidance of doubt, neither Party warrants that its Systems is, or will be, free from faults.
- 3.6 The Recipient shall be responsible for ensuring that the necessary data build

is completed and tested in its Network before the scheduled Porting time.

4. Routing

- 4.1 The correct routing of traffic resulting from NGNP shall be achieved through the use of the routing prefixes as allocated by the National Regulator and as outlined in the Industry Agreed "Number Portability Network Working Group Design Decisions, NP14". The current allocated codes are provided in table 1 below.

Table 1

Operator		Final Code
Operator		
eircom		1751005

- 4.2 The Parties agree that the Calls handed over from each other to ported NTC Numbers shall be conveyed and charged in accordance with the Service Schedules appropriate to that NTC Service type. The status of these Service Schedules shall not be altered by the agreement of this Amendment.

5. Charging

- 5.1 The interim transaction charge payable to eircom for the provision of NGNP services are as outlined in Table 2 as specified in the eircom RIO Price List, Service Schedule 301, Reciprocal Non-Geographic Number Portability Service as published from time to time. In addition where the porting is scheduled outside the Working Day, the additional charges as specified in Table 3 as specified in the eircom RIO Price List, Service Schedule 301, Reciprocal Non-Geographic Number Portability Service as published from time to time shall apply. All charges relating to clause 5.1 and clause 5.2 will be calculated for each calendar month and will be invoiced together with the traffic invoice for the particular month.
- 5.2 The interim transaction charge payable to the Operator for the provision of NGNP services are as outlined in Table 4 as specified in the eircom RIO Price List, Service Schedule 301, Reciprocal Non-Geographic Number Portability Service as published from time to time. In addition where the porting is scheduled outside the Working Day, the additional charges as specified in Table 5 as specified in the eircom RIO Price List, Service Schedule 301, Reciprocal Non-Geographic Number Portability Service as published from time to time shall apply.
- 5.3 The Charges in Tables 2, 3, 4 and 5 have yet to be approved by the National Regulator, and are therefore agreed as interim charges. Any amendment to the charges in Tables 2, 3, 4 and 5, as a result of approval by the National

Regulator shall be applied retrospectively to the commencement of NGNP Services.

- 5.4 For the conveyance of calls handed over from each other to ported NTC Numbers the Parties shall pay charges in accordance with the Service Schedules of the Agreement appropriate to that NTC Service type.

ANNEX C**SERVICE SCHEDULE 302****Data Management Amendment**

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, the Requested Party shall implement agreed Data Management Amendments within its Network with 3 weeks of agreement. The Requested Party shall notify the Requesting Party on completion.

3. Charging

- 3.1 The charges for implementation of a Data Management Amendment are outlined in Table 1 as specified in the eircom RIO Price List, Service Schedule 302, Data Management Amendment as published from time to time. In the event that a party should request implementation of more than one amendment at the same time, a 50% discount on the administration charge should apply for all requests after the first. In addition a 50% discount to the charge per interconnect node shall apply to all nodes amended in the first or subsequent amendments.

ANNEX C

SERVICE SCHEDULE 303

Reciprocal Geographic Number Portability Service

This Service Schedule is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

1. Definitions

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

"Block Holder" is defined as the Operator to whom the number range has been allocated by the National Regulator.

"Donor Operator" is defined as the Operator in whose Network the ported number had been before the Port has taken place.

"Recipient" is defined as the Operator in whose Network the ported number is after the Port has taken place.

" Geographic Number Portability (GNP)" is defined as the service by which a customer can move their geographic number from one Network to another without significant service interruption.

"Port(ing)" is defined as the process of transferring the geographic number from one Network to another.

"Industry Agreed" is defined as agreed by the Number Portability Committee established pursuant to the National Regulator's Decision Notice D1/99 or its successor.

2. Description of Service

2.1 The Parties shall co-operate to operate Geographic Number Portability between their respective Networks, in accordance with the National

Regulator's Decision Notice D1/99 or its successor and subject to the provisions of this Schedule.

Terms and Conditions

- 3.1 The Parties agree to provide GNP capability within their Networks in accordance with the Industry Agreed "Number Portability Network Working Group Design Decisions, NP14".
- 3.2 The Parties agree to abide by the Industry Agreed but non-contractually binding "Geographic Number Portability Process Manual. This document is a working manual and is subject to review.
- 3.3 The Parties agree to make reasonable endeavours to abide by the conditions of the Industry Agreed " Number Portability Code of Practice NP15".
- 3.4 The Donor shall be responsible for ensuring that the routing prefixes are applied and that the necessary data build is completed and tested in its Network before he scheduled porting time.
- 3.5 The Recipient shall be responsible for ensuring that the necessary data build is completed and tested in its Network before the scheduled Porting time.

4. Routing

- 4.1 The correct routing of traffic resulting from GNP shall be achieved through the use of the routing prefixes as allocated by the National Regulator and as outlined in the Industry Agreed "Number Portability Network Working Group Design Decisions, NP14". The current allocated codes are provided in table 1 below.

Table 1

Operator	Final Code
Operator	
eircom	1752500 - 1752599

- 4.2 The Parties agree that the Calls handed over from each other to ported geographic numbers shall be conveyed and charged in accordance with the Service Schedule appropriate to that Service type. The status of this Service Schedule shall not be altered by the agreement of this Amendment.

5. Charging

- 5.1 The charges payable to eircom or the Operator, when acting as Donor, for

the provision of GNP services during the normal Working Day are as outlined in Table 2 as specified in the eircom RIO Price List, Service Schedule 303, Reciprocal Geographic Number Portability as published from time to time. In addition where the Porting is scheduled outside the Working Day, the charges as specified in Table 3 as specified in the eircom RIO Price List, Service Schedule 303, Reciprocal Geographic Number Portability as published from time to time shall apply. All charges relating to clause 5.1 and clause 5.2 will be calculated for each calendar month and will be invoiced together with the traffic invoice for the particular month.

- 5.2 The charge payable to eircom or the Operator for the provision of Emergency Restoration will be calculated on the basis of an hourly rate to recover the full costs associated with each instance where the service is required. This charge is specified in Table 4 in the eircom RIO Price List, Service Schedule 303, Reciprocal Geographic Number Portability as published from time to time.

ANNEX C

SERVICE SCHEDULE 401

Single Billing through Wholesale Line Rental

This Service Schedule is effective from the date of signature of this Interconnect Agreement and/or an Amendment thereto and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator or termination of this Agreement.

1. Definitions

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

“Access Provider” is the authorised operator, in this case eircom, providing the line that connects a customer’s telephone to that operator’s local exchange.

“Customer Authorisation Form (“CAF”) means the form completed and signed by the customer, or the recording of Third Party Verification, or the electronic form completed by the customer, or the recording of an Operator Internal customer Verification to approve a change of Call Service.

"Customer Listing" means the customer listing setting out the customer's name, address, telephone number, directory status, and direct marketing preference on SB-WLR CDD and the NDD.

"Data Protection Legislation" means the Data Protection Act, 1988, the Data Protection (Amendment) Act, 2003 or any amendment or replacement thereof.

“Gaining Operator” is the operator which the customer has chosen to provide Voice Services in the future.

“Losing Operator” is the operator which provided Voice Services to the customer prior to the customer electing to change to the Gaining Operator.

"National Directory Database or NDD"

means the record of all subscribers of publicly available telephone services in the State, including those with fixed, personal and mobile numbers, who have not refused to be included in that record, kept in accordance with Regulation 4(3) of the Universal Service Regulations and these Regulations.

"Operator Internal Customer Verification"

means an internal Operator process of recording the customer's consent to processing an order for SB-WLR, which is conducted via the telephone, with a recording of the customer's consent serving as a record of same as more fully set out in the Requirements for Operator Internal Customer Verification document published on the eircom website from time to time.

"Reseller"

means any third party making Voice Services available to an end-user via Operator's Network.

"Single Billing through Wholesale Line Rental or SB-WLR"

is the facility through which an Operator may provide in conjunction with CPS All Calls (as defined in the document CPS 24) a single bill covering all aspects of Voice Services to its customers at rates it determines. The CPSO can provide their own Ancillary Services or may purchase Ancillary Services from eircom Wholesale

"SB-WLR Customer"

means a customer who has an active single billing arrangement with the Operator.

"Third Party Verification"

means an independent means of verifying a customer's consent and obtaining the customer information required to process an order for SB-WLR, which is conducted via the telephone, with a recording of the call serving as a record of the customer's consent as more fully set out in the Requirements for Third Party Verification document published on the eircom website from time to time.

"Voice Services":

means the voice services as set out in 2.1.1 of the Single Billing through Wholesale Line Rental Product

	Description.
“SB-WLR Customer Directory Database Or SB-WLRCDD “	means the eircom wholesale directory database containing customer listing information for all customers that avail of SB-WLR.
“Unauthorised Provisioning of SB-WLR”	means any activity undertaken by an Operator that attempts to initiate a SB-WLR change without the consent of the customer. This is also known as “slamming.”

2. Description of Service

- 2.1 Subject to the provisions of this Schedule, eircom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the Single Billing through Wholesale Line Rental Product Description (“SB-WLR Product Description”) and Single Billing through Wholesale Line Rental Inter Operator Process Manual (“SB-WLR IPM”). The controlling document is the latest version of the above titled document(s) published on eircom’s website as agreed with the National Regulator following negotiation with industry, if appropriate.
- 2.2 SB-WLR is only available in conjunction with the CPS ‘all calls’ option.. A full description of the product is set out in the SB-WLR Product Description.
- 2.3 Wholesale Line Rental shall only be available to Voice Services.
- 2.4 The Parties shall be bound by the terms and conditions set out in the latest version of the Requirements for Third Party Verification and the Requirements for Operator Internal Customer Verification, published on eircom’s website, as amended from time to time after negotiations with industry..

3. Terms and Conditions

- 3.1 Both Parties agree to abide by:
- a. SB-WLR IPM; and
 - b. Billing information exchange specification
 - c. Order handling gateway data contract

All references are to the latest version published on eircom’s website as agreed with the National Regulator following negotiation with industry, if appropriate.

- 3.2 A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator. However, it is possible for an Operator to request the provision of CPS ALL Calls on the line simultaneously to the provision of WLR.
- 3.3 Each Party shall correct faults, which occur in its Systems which affect the delivery of the SB-WLR in accordance with such Party's normal work practices. For the avoidance of doubt, neither Party warrants that its Systems is, or will be, free from faults.
- 3.4 Access to eircom's Ancillary Services may be provided in accordance with the SB-WLR Product Description and SB-WLR IPM. For the avoidance of doubt the Operator must elect in the order whether it wishes eircom to provide all or any of the existing Ancillary Services in respect of the telephone line.
- 3.5 The Operator may ask eircom to divide a multi-line account so that SB-WLR can be applied on only a portion of the original account.
- 3.6 eircom shall continue to bill end customers directly for SB-WLR Product exclusions as set out in the SB-WLR Product Description.
- 3.7 eircom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the Operator and all other access lines.
- 3.8 The Operator shall be responsible for credit management of customers in relation to SB-WLR. The Parties agree to follow the SB-WLR IPM.
- 3.9 Ordering, provisioning, and fault reporting and management shall be as set out in the SB-WLR IPM. Customer movement among CPSOs and customer movement in relation to customer premises shall be as set out in the SB-WLR IPM.
- 3.10 eircom shall provide the Operator with billing and call information in respect of calls excluded from CPS "All Calls" and relevant Ancillary Services only in accordance with the SB-WLR Product Description and SB-WLR IPM. The provision of billing information shall align with eircom invoice cycles.
- 3.11 Subject to the condition set out in Clause 3.3 eircom shall bar access to all carrier selection and carrier access codes on lines that have SB-WLR applied.
- 3.12 When SB-WLR is applied to a customer account eircom's obligation to provide SB-WLR Customer Listing information to the National Directory Data Base shall terminate and such obligations shall transfer to the Operator. However eircom shall provide the Facility, as set out in Clause 4 herein, to ensure the continuation of this information supply on behalf of the Operator.
- 3.13 eircom will issue invoices at the intervals and frequency contained in the SB-WLR Product Description. There are multiple cycles per month for invoicing and providing billing information. The Operator will pay eircom within 30

days from the date of any invoice for SB-WLR (“Due Date”).

- 3.14 The Operator may request that temporary off service (“TOS”) be applied to a line. Rental for the line will continue to apply while TOS remains in effect until the line is ceased.
- 3.15 There will be no break in service as a result of SB-WLR being applied to a customer account.
- 3.16 Provision of this service shall be in accordance with the Single Billing through Wholesale Line Rental Service Level Agreement(s) published on eircom’s website. The controlling document is the latest version of the above titled document(s) published on eircom’s website as agreed with the National Regulator following negotiation with industry, if appropriate.
- 3.17 The Operator warrants the accuracy of the Customer Listing submitted by the Operator to the National Directory Database up to the date of the customer transferring to another Operator or eircom by means of Single Billing – Wholesale Line Rental. eircom provides a copy of this Customer Listing to the gaining Operator on the completion of order but does not in any way warrant its accuracy.
- 3.18 eircom warrants the accuracy of the Customer Listing contained in the National Directory Database up to the date of the eircom customer transferring to another Operator by means of Single Billing – Wholesale Line Rental. eircom provides a copy of this Customer Listing to the gaining Operator on the completion of order.
- 3.19 The Universal Account Number (UAN) must be included in bills issued to customers to whom Voice Services are provided by way of the Single Billing through Wholesale Line Rental Service. For the avoidance of doubt, this clause applies both where the Voice Services are provided directly by the Operator or through a Reseller.

4. Customer Authorisation Form

- 4.1 The Gaining Operator must acquire a Customer Authorisation Form prior to submission of SB-WLR orders (including CPS where appropriate).
- 4.2 The Gaining Operator must retain a customer’s CAF for a period of at least two (2) years. Thereafter, the Gaining Operator must cease the SB-WLR Service when the end-user referenced in the CAF ceases Voice Services with the Gaining Operator.
- 4.3 If a customer complains to a Losing Operator regarding the change of service provider, the Losing Operator is entitled to request a copy of the CAF, and the Gaining Operator must provide a true copy of the CAF to that operator within two (2) Working Days.
- 4.4 A CAF may only be requested by an operator based on a customer complaint of

alleged slamming.

- 4.5 If the Losing Operator is not satisfied with the copy of the CAF produced by the Gaining Operator, then the Gaining Operator must provide access to the original CAF within two (2) Working Days.
- 4.6 Wherever the Operator provides Voice Services through a Reseller, the Operator shall ensure that the rights and obligations of Gaining and Losing Operators set out in this Clause 4 apply to the Reseller.

5 Unauthorised Provisioning of SB-WLR

- 5.1 A Party shall not engage in Unauthorised Provisioning of SB-WLR. Nothing in the Clause 5 or elsewhere shall prejudice the rights of the National Regulator pursuant to Section 45 of the Communications Regulation Act 2002, as may be amended from time to time.
- 5.2 Where an incident of Unauthorised Provisioning of SB-WLR is detected by either Party, the incident(s) shall be notified to the Gaining Operator. Each Party shall use its best endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the customer's service to the status prior to the disputed provisioning.
- 5.3 Where complaints concerning incident(s) of Unauthorised Provisioning of SB-WLR cannot be resolved in accordance with Clause 5.2, or within ten (10) Working Days of the Operator who has gained as result of the Unauthorised Provisioning being notified pursuant to Clause 5.2, the Losing Operator shall have the option of requesting the President of the Law Society of Ireland to nominate a single arbitrator to adjudicate upon the complaint. The decision of such an arbitrator shall be binding in its entirety upon the Parties.
- 5.4 Wherever the Operator provides Voice Services through a Reseller, the Operator shall ensure that the rights and obligations of the Gaining and Losing Operators set out in this Clause 5 apply to the Reseller.

6 Charging

- 6.1 eircom shall invoice the Operator for the charges relating to Wholesale Line Rental and Ancillary Services in accordance with Annex B of this Agreement and as set out in the eircom RIO Price List. The Operator shall be liable for invoiced amounts in accordance with Annex B of this Agreement.