

This document is Orange Business Telecommunications Services Limited's Reference Interconnect Offer (RIO) pursuant to ComReg Notice D11/12.

This document does not constitute an offer or a template contract, and serves as a framework to the type of contract that Orange Business Telecommunications Services Limited requires to be entered into where an interconnect applicant and Orange Business Telecommunications Services Limited require interconnection and termination on each other's network.

DRAFT

INTERCONNECTION AGREEMENT

Between

ORANGE BUSINESS TELECOMMUNICATIONS SERVICES LIMITED

And

[INTERCONNECT OPERATOR]

Subject to Agreement

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THIS AGREEMENT (“Agreement”) is made as on *[insert date]*

between Orange Business Telecommunications Services Limited, a company incorporated in the Republic of Ireland under number 254406 whose registered office is at 14 Riverwalk, Citywest Business Campus, Dublin 24 , Ireland doing business as Orange Business Services (hereafter “OBS”); and

[insert name], a company incorporated in *[Ireland]* under number *[insert registered number]* whose registered office is at *[insert address]* (hereafter “Interconnect Operator”)

OBS and Interconnect Operator are referred to individually as a “Party” and collectively, as the “Parties”).

WHEREAS

- A. The Parties are electronic communication network operators (as defined in Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services as amended by Directive 2009/140/EC.
- B. The Parties are authorised to provide an electronic communications network or an electronic communications service as defined in Irish Statutory Instrument 335 of 2011.
- C. The Parties agree to interconnect their networks for both inbound and outbound traffic within Ireland. The Parties have agreed such interconnection and services on the terms and conditions of this Agreement in accordance with the principles of set out.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Capitalised terms used in this Agreement will have the meaning as set out below or as elsewhere defined in this Agreement.

“**Affiliate**” means in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party.

“**Artificial Inflation of Traffic (AIT)**” means any situation where Calls: (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from:

a good faith usage; or

an acceptable and reasonable commercial practice relating to the operation of telecommunications systems

“**Authorised Operator**” means a telecommunications operator authorized by the National Regulator to provide services in the Republic of Ireland.

“**Business Day(s)**” means Mondays through Fridays, inclusive, but does not include national, public, or bank holidays in the country or locality where the relevant action is to be taken. If the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next Business Day.



“Call(s)” means the establishment of a connection through a Network and the transmission and the delivery of a communication (being a communication of the type which each of the Party's Networks are capable of conveying), from the terminal on which this communication has been generated to the terminal to which this communication is addressed, or to a network platform or to any other facility giving automatic answer in the cases where the connection cannot be established.

“Charges” means the fees payable for Services under this Agreement and as further defined in Schedule 4 .

“Circuit(s)” means a telecommunications transmission circuit capable of carrying an SIP channel or E1.

“CLI” means Calling Line Identification

“CLI Guidelines” mean the European Telecommunications Platform (ETP) Issue 4 of “Guidelines for Calling Line Identification” [document number (02)51].

“Commencement Date” means the date of last signature of this Agreement.

“Committed Delivery Date” means the date on which any Service ordered has to be made available by Supplier for proper use of Purchaser. This Committed Delivery Date shall have to be specified in any Service Order and will be determined according to the lead times for delivery/activation set out in the applicable Service Level Agreements.

“ComReg” means the Commission for Communication Regulation, telecoms licensing and regulatory body.

“Control” means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.

“Confidential Information” means: any and all data, software, know-how, trade secret, designs, plans, drawings, specifications, documentation, reports, manuals, products, services, purchasers, and prospects and other information of every kind and description heretofore disclosed, or which may be hereafter disclosed by a Party to the other Party, except anything designated as not confidential.

“Data Protection Legislation” means (i) the EU Regulation 2016/679 of 27 April 2016 (the “General Data Protection Regulation” or “GDPR”) (ii) and any other applicable laws of

the European Union, any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy and (iv) any binding guidance or code of practice issued by an applicable Supervisory authority

“Disclosing Party” Party disclosing information under the Agreement.

“Dispute” Any disagreement, conflict or claims arising out of or in connection with the Agreement or its validity.

“EURIBOR” Euro Interbank Offered Rate

“Force Majeure” means an event or sequence of events beyond a Party's reasonable control and which cannot be circumvented or prevented by such Party preventing or delaying it from performing its obligations under this Agreement, including without limitation severe fire, explosion, tornados, hurricanes, earthquakes, floods, acts of war, severe acts of God, and any legislative or regulatory restriction or prohibition on trade imposed by a national or international body or authority, or any change thereof.

“Geographic Number” a geographic number assigned to a geographic area;



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

“GTRD” means OBS’ Global Technical Requirement Document.

“Interconnection” means the physical and logical linking of the OBS Network with the Operator Network in accordance with this Agreement with a view to access and provision of the Services under this Agreement.

“Invoice Discrepancy” means discrepancies in invoices, discrepancies between the invoices and the accounts of the Paying Party and/or any dispute related to the invoices.

“Invoicing Party” means the Party offering the Services under the Agreement and entitled to receiving payment of the Charges.

“Irish National Numbering Scheme” means a scheme operated by the regulatory authority for the allocation of number ranges for telecommunications services.

“Licence(s)” means licences, permits and authorisations required for operating Networks and providing the Services.

“Mobile Call” means a call to the customer of a third party provider in the Republic of Ireland which offers services to customers using electronic communications equipment designed to be used while in motion.

“National Call” means a call (other than a Non Geographic Call or a Mobile Call) which has been addressed to a network termination point in the Republic of Ireland.

“Network(s)” means the telecommunications infrastructure operated by Parties to provide telecommunication services.

“Non-Geographic Number” means a non-geographic number which supports NTC services;

“Non-Geographic Number Portability (NGNP Service)” means 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” means number translation code

“NTC Services” means “Number Translation Code” services defined as various 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.

“Number Translation Services (NTS)” means 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 Regulator;

“Number Portability” means the NGNP and GNP services provided in accordance with the terms and conditions of this Agreement;

“Paying Party” means the Party that pays or is held to pay for the Charges under the Agreement

“Point of Interconnection/POI” means a physical point where the Networks of both Parties are interconnected for the provision of service(s) as specified in Annex A. The POI is the boundary between the OBS and Customer domains of responsibility.

“Port, Ported and Porting” means the process of transferring a Non-Geographic Number or a Geographic Number from one Network to another;

“**Rate Card**” means the last issued version of the rate card setting out Call charges to be paid to the Party providing the Service. The Rate Card will be updated regularly throughout the term of the Agreement.

“**Ready for Service Date**” means the date agreed between the Parties by which the Service(s) will be ready for use to be no later than an agreed date.

“**Receiving Party**” means a Party who received any information, a notice and/ or invoice from the other Party in relation to the Agreement.

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

“**Retention Rate**” means the appropriate amount of revenue collected for the call that can be retained by OBS as the originating Operator.

“**Route**” means the Medium through which voice traffic is transmitted.

“**Schedule(s)**” means a schedule that is appended to this Agreement on the Commencement Date (and those subsequently signed by the Parties stated to be part of this Agreement) which describes the Service to be provided to the Purchaser, any specific rates, terms and conditions for the provision of that Service to the Purchaser. Schedules may be added or revised from time to time by mutual agreement of the Parties and in accordance with the terms of this Agreement.

“**Service(s)**” means, individually and collectively, any of the telecommunication services set to be provided between the Parties as is more fully set out in Schedule 2.

“**Service Data**” means any data provided or made available by either Party to the other Party that is required to run the Service(s) under or in accordance with this Interconnect Agreement.

“**Service Description**” means the details of each Service provided under this Interconnect Agreement, as set out in Schedule 1

“**Service Provider Party**” means the Party providing a service to the other Party

“**SIP**” means IP-based interconnect paths

“**SIP-I**” means as per “SIP”

“**Technical Plan**” means the mutually agreed document (that is subject to change from time to time) setting out the technical configurations and the standards and methods of operation to be used by the Parties

“**TPO Questionnaire**” means the Tier Party Operator questionnaire sent by OBS to the Interconnect Operator.

“**VAT**” means Value Added Tax

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a reference to this Agreement includes its Agreement includes its schedules, appendices and annexes (if any);
- a reference to a ‘Party’ includes that Party’s personal representatives, successors and permitted assigns;

- a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- a reference to a gender includes each other gender;
- words in the singular include the plural and vice versa;
- the words "day", "month", and "year" mean, respectively, calendar day, calendar month and calendar year;
- any words that follow "include", "includes", "including", "in particular" or any similar words and expressions shall not be construed as terms of limitation;
- a reference to "writing" or "written" means preserved or presented in retrievable or reproducible form, whether electronic (except for voice mail) or hard copy, unless otherwise stated herein;
- a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time [except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a Party under this Agreement];

2. COMMENCEMENT AND TERM

- 2.1** This Agreement shall commence on the date of this Agreement and shall continue until terminated in accordance with clause 16 of this Agreement.

3. INTERCONNECTION AND THE PROVISION OF SERVICES

- 3.1** OBS shall connect and keep connected its Network to the Network of the Interconnect Operator and Interconnect Operator shall connect and keep connected its Network to the Network of OBS.
- 3.2** The Parties shall comply with the specification in Schedule 1 with respect to the Interconnection.
- 3.3** The Parties shall conduct the tests set out in the specification in Schedule 1 in order to verify that Interconnection has been properly established and that Calls can pass from each Party's Network to the other without fault or interruption.
- 3.4** In the event that the tests referred to in clause 3.3 fail, the Parties shall take all reasonably necessary steps in order to resolve this and establish Interconnection.
- 3.5** Each Party shall provide the other Party with the Services from the Services Commencement Date.
- 3.6** The Services shall consist of the Services set out in Schedule 2 which are provided by OBS to the Interconnect Operator and by the Interconnect Operator to OBS, or as otherwise amended by the Parties from time to time as set out in Schedule 2.
- 3.7** The Parties agree to provide the above Services to each other in accordance with:
- the terms and conditions herein, and
 - any applicable law or regulation or any direction or decision of any appropriate regulatory authority.
- 3.8** Each Party shall undertake to ensure that:



- It will not use or permit others to use any Interconnect Service for any improper or unlawful purpose; and
- it will hold at all relevant times for the duration of the Agreement all licenses which are appropriate or necessary in order for the Interconnect Services to be provided and will not cause the other Party to breach any such license.

3.9 Each Party agrees that they should not hand over or convey any calls destined for a service for which there is no agreement between the Parties. In such event that such calls are not blocked by the receiving Party, the Parties agree that the charge for non-agreed Calls to Irish numbers shall be at the same rate as published in the Open Eir STRPL or CISPL in addition to the receiving Party's prevailing transit charge. In such event that such calls are not blocked by the receiving Party, the Parties agree that the charge for non-agreed Calls to International numbers shall, unless otherwise agreed, be as set out in the rate card.

3.10 Interconnect will be effected via SIP IP-based interconnect. The details of how interconnection between the OBS Network and the Operator's Network shall be achieved, and the design and planning of the Interconnect Network are set out in the OBS Technical Plan (GTRD and the TPO Questionnaire). The Technical Plan shall be continuously reviewed and updated as necessary by the Parties as agreed between the Parties. Network alterations and data reconfigurations as is necessary for the access routing and charging of Calls may be requested by either Party in accordance with the processes set out in the Technical Plan.

3.11 The procedures for the initial installation and testing of the Interconnect Network as well as for the continued operation and maintenance thereof shall be governed by the Technical Plan.

3.12 Separate Interconnect Paths shall be provided to carry the Call traffic for each Party. Each Party shall be wholly responsible for forecasting its capacity requirement and the Parties have a responsibility for meeting the forecast requirements. Switch port capacity may only be increased in units of 1 x SIP Channel or multiples thereof.

3.13 A Party which receives a request for Interconnect from the other Party shall be required to commence service establishment discussions for the required Interconnect. The requested Party shall thereafter be entitled to levy the charges set out in Service Schedule and the RIO Price List, from the requesting Party in respect of each switch port.

3.14 Additional services as may be agreed by the Parties from time to time may be provided on the Interconnect Network and the details of such services shall be provided in new Schedules of the Agreement, on mutual written agreement of the Parties.

4. FORECASTING

4.1 The Parties shall supply forecasts to each other to enable them to plan their network capacity in order to ensure that it is sufficient to meet anticipated traffic capacity requirements. The first forecast shall be provided within fourteen (14) Business Days of the date of this Agreement.

4.2 Forecasts shall not be legally binding.

4.3 Forecasts shall be provided in the format agreed between the Parties. Forecasts shall be provided every six months for twelve month forward looking and as a minimum contain:

- expected monthly Call volumes;
- types of traffic; and
- geographic destination countries for the Services.



- 4.4 Each party shall use all reasonable endeavours to provide accurate forecasts. A Party shall notify the other as soon as possible if it becomes aware that a submitted forecast is no longer accurate. Neither Party is obliged to, but shall use reasonable endeavours to, carry any Calls that are in excess of the other Party's forecast.

5. NETWORK SAFETY AND WARRANTIES

- 5.1 Each Party shall provide Interconnection and the Services:

5.1.1 in an efficient and timely manner;

5.1.2 with the reasonable skill and care of a competent service provider of an electronic communications network; and

5.1.3 in accordance with:

(a) the specification set out in Schedule 1;

(b) the requirements set out in Schedule 2; and

(c) any reasonable instructions given by a Party concerning health and safety.

- 5.2 Each Party shall comply with all Regulations and shall maintain such authorisations and all other approvals, permits and authorities from Regulatory Authorities as are required of it from time to time to perform its obligations under or in connection with this Agreement

- 5.3 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 Agreement to ensure that nothing is done by that Party or its contractors, employees, agents or customers to endanger the safety or health of employees, contractors, agents or customers of the other Party; or damage, interfere with or cause any deterioration in the operation of the other Party's Network or equipment.

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

6. QUALITY OF SERVICE

Neither Party warrants or represents that its' Network or the Services provided by it are or will be free from faults. Each Party shall notify the other Party as soon as possible of any facility failure which will arise, or will be likely to arise, from a cause originating within the Party's Network and which is expected to result in a protracted interruption of any or all of the Services hereunder described. In the event of a fault within a Party's Network which adversely affects the provision by either Party of the Services, the relevant Party shall notify the other Party of the fault as soon as is reasonably practicable and shall use all reasonable endeavours to correct the fault in accordance with the engineering practices accepted in the industry. Each Party shall give the other Party not less than fourteen (14) Business Days' notice in respect of any planned outage of its Network which may affect the performance of its obligations under this Agreement and, in any event, such notice shall give the other Party sufficient time and outage details to enable that Party to make provision for the outage.

7. FRAUDULENT ACTIVITY AND ARTIFICIAL INFLATION OF TRAFFIC (AIT)

- 7.1 The Parties agree that the Service Provider Party has no obligation to monitor the Network and/or Services for fraudulent or suspicious traffic, and shall bear no responsibility or liability for failure to identify fraudulent or suspicious traffic.

- 7.2 Subject to clause 7.1 above, the Service Provider Party shall inform the Paying Party by email in the event that the Service Provider Party identifies any suspected fraudulent or suspicious traffic over the Network and/or Services).



- 7.3** Should the Paying Party become aware, through the Service Provider Party or otherwise, of suspected fraudulent or suspicious traffic, the Paying Party shall, as soon as reasonably practicable, thoroughly investigate any suspected fraudulent or suspicious traffic and, where necessary, immediately take appropriate action.
- 7.4** Unless ComReg orders otherwise, the Paying Party shall at all times be responsible and remain liable for any Charges for the Services in accordance with clause 14 irrespective of whether:
- (a) The Network and/or Services have been identified as having suspected fraudulent or suspicious traffic by the Service Provider Party, the Paying Party or otherwise;
 - (b) the Paying Party investigates such suspected traffic;
 - (c) the Paying Party takes appropriate action if fraudulent or suspicious traffic have been identified; and/or
 - (d) the traffic over the Network and/or Services is deemed to be fraudulent by ComReg.
- 7.5** Subject to the provisions of clause 14, neither Party shall withhold any payment due to the other Party on the basis that AIT or fraudulent calls by third parties comprised a portion of the traffic volume, unless otherwise agreed or directed to do so by ComReg or other competent or equivalent authority in other regulatory jurisdictions. The Parties agree to comply with the process in respect of AIT set out in ComReg Regulation 23(2). Notwithstanding the remaining provisions hereof, OBS reserves the right to reject traffic and to withhold payment in respect of such traffic to a OBS non-geographic number, which it reasonably believes to be AIT.
- 7.6** Each Party shall use reasonable endeavours to detect, identify, prevent and notify the other Party of the occurrence of AIT, and to develop, implement and maintain appropriate procedures to identify and prevent AIT. If either Party reasonably considers that the agreed safeguards in respect of AIT under this Agreement are not adequate, then such Party may require the other Party to review and update their AIT procedures.

8. INVOICE DISCREPANCIES

- 8.1** Each Party ("Paying Party") will review invoices issued by the other Party ("Invoicing Party"). The procedures described hereunder shall apply to any Invoice Discrepancy (except that the procedure described in clause 10.4 shall apply to disputing fraudulent traffic). If the Paying Party wishes to raise an Invoice Discrepancy, it shall promptly notify the Invoicing Party in writing as soon as it becomes aware of any such discrepancy. Provided that an Invoice Discrepancy is raised within twenty one days (21) of the date of an invoice, payment of the invoice may be withheld, unless the Invoice Discrepancy relates to less than 5% of the total amount of traffic volume in which case the full invoice must be paid pending resolution of the Invoice Discrepancy. Both Parties shall use their best endeavours to resolve the dispute through consultations within 14 days after notification).
- 8.2** The Parties shall aim to reach an agreement on any Invoice Discrepancy at Level I or Level II of the Dispute Resolution procedure set forth in clause 9.1.. The Parties may at any time agree on a time schedule modifying or replacing the time schedule provided for under clause 9.1. The Paying Party may at any time withdraw its notification of an Invoice Discrepancy.
- 8.3** If a dispute is investigated and resolved in favour of the Paying Party then no late payment interest shall be applied. In the event the dispute is resolved in favour of the Invoicing Party then the Invoicing Party reserve the right to apply late payment interest from the date such payment was originally due until paid.
- 8.4** In the event that the Paying Party considers that fraudulent traffic has been transmitted, and unless an order or direction has issued from ComReg or other competent or

equivalent authority in respect of such traffic (in which case the terms of such order or direction shall take precedence), the Paying Party must:

- Notify the Service Provider Party that it intends to dispute the invoice within 10 days of the date that the Paying Party identifies or suspects fraudulent traffic but no later than 10 days after the issuing of the relevant invoice; and
- Within 14 days from the date of notice given in accordance with 8.4.1 provide the Service Provider Party with all of the following necessary information to prove the fraudulent nature of the traffic:
 - (a) confirmation of the value of the dispute;
 - (b) confirmation of the volume of call minutes in dispute;
 - (c) confirmation of the destination of the call minutes in dispute;
 - (d) a Call Detail Records analysis;
 - (e) a detailed fraud description based on the call detail records analysis; and
 - (f) a copy of the reference number of the Paying Party's registered complaint to local authorities.
- In addition to the information provided in clause 8.4.2, provide the Service Provider Party with a copy of the Paying Party's registered complaint to local authorities in the form of either a police report or equivalent (written in English or translated to English) as soon as is reasonably practicable.
- Where the Service Provider Party acting reasonably recognizes the traffic is fraudulent:
 - (a) the Service Provider Party will use reasonable endeavours to obtain a credit note from its suppliers and will reimburse the Paying Party for the value of the traffic; or
 - (b) the variable Charges for such traffic shall be limited to the Service Provider cost of termination.
- Following any possible deductions of the disputed invoice in accordance with this clause 8.4, the Paying Party will pay any outstanding amounts of the disputed invoice in accordance with the rest of this Agreement.
- If the Service Provider Party acting reasonably does not recognise the traffic to be fraudulent, and the Paying Party disputes this, then the Parties must use the Dispute Resolution procedure set out in clause 9.

8.5 For the avoidance of doubt, the Paying Party will pay all undisputed Charges in accordance with clause 14 and any disputed amounts will not be payable until completion of the process set out in this clause 9.

9. DISPUTE RESOLUTION

9.1 The Parties will use all reasonable efforts to amicably resolve any dispute. The Parties will, at a minimum, use the following procedure in the event a dispute arises with respect to any aspect of this Agreement. Upon written notification by one Party to the other that a dispute exists, working level managers of the respective Parties will attempt in good faith to work out a resolution within thirty (30) days following the day of written notification of a dispute. If an agreement cannot be reached by the end of this period, the Parties shall prepare a document containing information that is designed to assist resolution of the dispute containing what has been agreed and what remains in dispute between them. No later than two weeks thereafter, or at some other time as mutually agreed by the Parties,

representatives of the Parties at Director level or above shall meet to further attempt to resolve the matter or to agree on a course of action to resolve the matter. Such course of action may include use of formal dispute resolution processes, including but not limited to non-binding mediation or binding or non-binding arbitration. In the event that the Parties are unable to resolve the matter or agree on a course of action at this executive level within thirty (30) days, either Party shall have the right to pursue legal or equitable remedies as it sees fit. Nothing contained herein shall preclude either Party from seeking equitable relief at any time in a court having jurisdiction under the terms of this Agreement in the event that a risk of imminent harm to that Party exists and no appropriate remedy for such harm exists under the Agreement..

10. NUMBERING, CLI, PREMIUM RATE AND SHARED REVENUE SERVICES

- 10.1** Each Party shall use numbers in accordance with the Irish National Numbering Scheme.
- 10.2** Each Party must comply at all times with the Irish numbering obligations (General Conditions and Users Rights) including as outlined by ComReg from time to time. In particular the use of the network CLI and presentation CLI fields must be compliant with the Irish regulations at all times. If either Party detects Calls that contravene these regulations or the technical standards referenced in clause 7 hereof, originated from the other Party's network, it shall be entitled not to convey those Calls.
- 10.3** Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the applicable data protection legislation and the requirements of individual customers of the Parties. i.e. where the caller has requested for the CLI to be withheld from presentation to the called customer, this request must be adhered to.
- 10.4** A Party whose Network receives CLI shall only use the CLI for the following purposes:
- The management of traffic;
 - The management of billing;
 - To the extent that it relates to the management of traffic or billing agreed administrative use in accordance with accepted industry practice from time to time (which includes, at the date of this Agreement, Call trace, malicious Call identification) and in anonymised form the compilation of statistics relating to Call origin;
 - Display to Customers subject to compliance with the CLI Guidelines;
 - Activities relating to Customer enquiries; and
 - Prevention and detection of fraud.
- 10.5** A Party conveying Calls handed over from a third party network shall subject to law and the CLI Guidelines convey, to the extent received, the CLI associated with those Calls.
- 10.6** A Party conveying Calls handed over to a third party network shall subject to law and the CLI Guidelines convey, to the extent received, the CLI associated with those Calls.
- 10.7** Nothing herein shall govern connectivity to ECAS 999/112 emergency calls.
- 10.8** If there is a change in law or regulation relating to CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.

Premium Rate Services

- 10.9** The Parties agree that they shall comply with the appropriate legislation, regulation and mandatory codes of practice, and they and their service providers will have the appropriate licences and/or permissions to operate and or convey Irish premium rate numbers. Compliance with such includes (but is not limited to) the holding of the appropriate network and service provider premium rate licence(s) to avail of Irish

premium rate services, as well as the payment of a levy to the national regulator where required.

Revenue Share Services

10.10 The Parties agree that they shall comply with the appropriate Irish numbering regulations for the use of freephone, revenue share, fixed rate and other non-geographic number services. Compliance with such regulations include (but is not limited to) restrictions on pricing methodologies and what can be placed in the CLI presentation field.

11. MODIFICATIONS AND ADDITIONS

The Parties will provide not less than 30 calendar days' notice with respect to any changes to prices. Otherwise, this Agreement (including any of its Annexes) may be amended only by written instruments signed by duly authorised persons of each Party, or as directed by ComReg from time to time.

12. PERSONAL DATA

12.1 In this Agreement, references to "Data Controller", "Data Processor", "Data Subject", "Processing" and "Personal Data" will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

12.2 "Data Protection Legislation" means the EU Regulation 2016/679 of 27 April 2016 (the "General Data Protection Regulation" or "GDPR"), or secondary national laws, recommendations, guidelines and/or opinions with the force of law and/or any other applicable legislation relating to privacy and/or the protection of Personal Data in force, and as amended, from time to time.

12.3 Interconnect Operator and OBS acknowledge and agree that in relation to the Services provided under this Agreement, each Party is and remains the sole Data Controller with respect to the electronic communication metadata that is Personal Data and that it Processes in order to transmit the electronic communications.

12.4 Interconnect Operator and OBS acknowledge and agree that they may Process other Personal Data of their respective employees or end-users in connection with the performance of this Agreement.

12.5 Each Party will comply with all applicable requirements of the Data Protection Legislation in respect of all Personal Data that it Processes in connection with the performance of this Agreement.

12.6 Interconnect Operator shall

- not sub-contract the Processing of the Personal Data to any affiliate or third party without the prior written consent of OBS;
- not transfer the Personal Data outside the European Economic Area or outside of another region or country of which the Data Protection Legislation restricts transfers of Personal Data abroad, unless:
 - (a) such transfer is to a company certified under Privacy Shield or a certification of equivalent effect under the relevant Data Protection Legislation, as applicable;
 - (b) such transfer is to a person in a country which has "adequate" or "equivalent" protections in relation to the Processing of Personal Data, as those terms are defined under the Data Protection Legislation and, therefore, not subject to any restriction under the Data Protection Legislation; or

(c) Orange and the recipient of such Personal Data have entered into a data transfer agreement based on the “Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries” approved by the European Commission or terms having equivalent effect under the relevant Data Protection Legislation, as applicable.

- ensure that its personnel, affiliates and sub-contractors comply with this Clause 12 and that any individuals involved in the Processing of Personal Data undergo appropriate training and are made aware of their obligation to respect the confidentiality and handling of Personal Data.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1** Each Party will continue to own or license all Intellectual Property Rights that exist and are owned by or licensed to them prior to the entering into of this Agreement and/or are created by them after the date of this Agreement and neither Party will acquire any additional Intellectual Property Rights other than as expressly set out in this Agreement.
- 13.2** Where a Party provides software, operating manuals and associated documentation to the other Party to enable that Party to use the Services, it grants to the other Party a non-exclusive, fully-paid non-transferable revocable licence to use the software and associated written and electronic documentation solely to the extent necessary to enjoy the full intended benefit of the Services.
- 13.3** Neither Party shall, without the other Party's prior written consent, (except as permitted by law), execute, reproduce or copy, distribute, decompile, modify or create derivative works of such software or any documents provided to the other pursuant to this Agreement.
- 13.4** Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Agreement except the limited rights necessary to perform its obligations under this Agreement.
- 13.5** A Party may not use any business name, trademarks, logo or brands of the other Party or any of its Affiliates without the other Party's prior written consent.
- 13.6** An Indemnifying Party shall indemnify, keep indemnified and hold harmless an Indemnified Party against all losses, liabilities, damages, costs and expenses (including legal costs) incurred as a result of any infringement or alleged infringement of this clause 12 (including but not limited to the defence of such alleged infringement). If requested to do so by the Indemnified Party, the Indemnifying Party shall allow the Indemnified Party to manage and conduct and/or settle all negotiations and proceedings in relation to any such allegation or claim at the expense of the Indemnifying Party.

14. CHARGES AND PAYMENT

- 14.1** Charging for Calls will begin on the Services Commencement Date.
- 14.2** Each Party shall prepare a monthly invoice for each Service provided under this Agreement and in accordance with the terms defined under Schedule 4. Each Party shall forward such monthly invoices to the other Party after the calendar month to which the invoice relates.
- 14.3** All invoices shall be paid in full within 30 days of the invoice date, subject to the provisions of clause 9 in relation to disputed invoices.
- 14.4** The Parties shall implement and observe the provisions in respect of billing and payment of charges set out in clause 14 and the Charges for the Services as described in Schedule 4 .
- 14.5** The primary responsibility for traffic measurement shall reside with the Invoicing Party for any particular Interconnect Service. However, both Parties shall ensure that they each



record measurements of traffic in sufficient detail to meet their obligations as set out herein.

- 14.6** The Parties acknowledge and agree that each Party is responsible for ensuring that calls are routed correctly to the relevant terminating network and therefore in respect of calls to ported fixed or mobile numbers the originating operator should carry out a look up on the relevant fixed or mobile porting database to establish the correct network for termination of calls. However, OBS does not transit of traffic to third party's network and therefore wrongly routed traffic to OBS' network will be blocked.
- 14.7** The currency of settlement shall be Euro. The Charges as described in Schedule 4 refer to charges excluding VAT. All tariffs, rates, charges and any other payment as may be applied to the amounts under this Agreement are quoted exclusive of all taxes and duties levied in any jurisdiction on the Services of the Parties (including but not limited to Value Added Tax and any Sales or Turnover tax). All such taxes and duties shall be borne and paid by the Party at the rate and in the manner prescribed by law in the Party's country.
- 14.8** The invoice shall be sent by email and shall be deemed received after the fifth (5) day sent if no other evidence of receipt is available.
- 14.9** After expiry of not less than fifteen (15) days' notice stating a Party's intention to claim interest on sums not paid in accordance with the Agreement, the Party claiming interest shall be entitled to charge and receive interest in respect of any amount due or deemed to be payable under this Agreement which shall be subject to a separate invoice at a rate of 2% per annum over the base lending rate of the ECB from the date due until payment. Interest shall accrue daily but shall not be compounded.
- 14.10** All payments shall be either made directly via wire transfer or by direct debit as specified on the Supplemental Agreement
- 14.11** Either Party shall be entitled to deduct from or set off against any money due by it to the other Party any sums which are due by the other Party to it.

15. EXCLUSIONS AND LIMITATIONS OF LIABILITY, INSURANCE

- 15.1** The extent of the Parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.
- 15.2** Subject to clauses 14.5 and 14.7, each Party's total liability shall not exceed the sum of €1,000,000 for any one event or series of connected events and € 2,000,000 for all events (connected or unconnected) in any period of twelve (12) calendar months.
- 15.3** Subject to clauses 14.5 and 14.7, neither Party shall be liable for consequential, indirect or special losses.
- 15.4** Subject to clauses 14.5 and 14.7, neither Party shall be liable for any of the following (whether direct or indirect):
- loss of profit;
 - loss of data;
 - loss of use;
 - loss of production;
 - loss of contract;
 - loss of opportunity;
 - loss of savings, discount or rebate (whether actual or anticipated);



- harm to reputation or loss of goodwill.
- 15.5** The limitations of liability set out in clauses 14.2 to 14.4 shall not apply in respect of any indemnities given by either Party under this Agreement.
- 15.6** Except as expressly stated in this Agreement, and subject to clause 14.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 15.7** Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - breach of the confidentiality obligations in clause 9;
 - any other losses which cannot be excluded or limited by applicable law; and
 - any losses caused by willful misconduct.
- 15.8** Neither Party shall be liable to the other for any failure to meet its obligations under this Agreement if and to the extent that such failure arises from any act or omission of the other Party.

16. TERMINATION

- 16.1** Either Party may terminate this agreement on 6 months' written notice at any time.
- 16.2** Either Party may terminate this Agreement with immediate effect, by giving written notice to the other Party, if:
- the other Party's authorization to operate all or material part of its Network is suspended or revoked,
 - the other Party becomes insolvent or makes any special arrangements, composition or assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction
 - an order is made or an effective resolution is passed for the dissolution or winding up of the other Party except for the purposes of an amalgamation, merger or restructuring;
 - an administration order is made in relation to the other Party or that other Party makes an application to a court of competent jurisdiction for protection from its creditors generally;
 - a lien holder takes possession or a receiver is appointed over the whole or a material part of the undertakings or assets of the other Party.
- 16.3** If a Party is in material breach of this Agreement (including any failure to pay any valid sum due under this Agreement), the other Party may serve a written notice specifying the breach (Breach Notice) and requiring it to be remedied within thirty days from the date of receipt of such breach. The non-defaulting Party may, until such breach is remedied, suspend performance of such of its obligations under this Agreement as is reasonable in the circumstances.

If the Party in breach fails to remedy the breach within the specified period stated in the Breach Notice the other Party may terminate this Agreement immediately on written notice to the Party in breach provided always that if the Party in breach remedies the breach within such notice period, this Agreement shall not automatically terminate.



16.4 Either Party may terminate this Agreement on not less than thirty days' written notice if there is a change of Control of the other Party which results in a direct competitor acquiring Control of the other Party.

17. EFFECT OF TERMINATION

17.1 Termination or suspension of this Agreement, for any reason, shall not be a waiver of any term or condition of this Agreement nor shall it affect the accrued rights, remedies, obligations or liabilities of the Parties which exist at termination including the right to claim damages in respect of any breach of the Agreement.

17.2 Termination of this Agreement for whatever cause shall not affect the provisions of any clause that expressly or by implication is intended to remain in force.

17.3 Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.

17.4 On termination of this Agreement for any reason, each Party shall as soon as reasonably practicable:

- use all reasonable endeavours to recover equipment made available by it;
- take such steps as necessary to assist the other Party in recovering such equipment. Until equipment is returned or repossessed, the Party in possession shall be solely responsible for its condition (fair wear and tear excepted) and safe-keeping;
- return or destroy (as directed by the other Party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other Party for the purposes of this Agreement; and
- delete any software belonging to or licensed by the other Party in connection with Interconnection or the Services.

18. CONFIDENTIALITY

The receiving Party of Confidential Information shall (i) not disclose the Confidential Information to any third party (including use of Purchaser's name and/or Confidential Information via press release, advertising or marketing literature), without the prior written consent of the other Party; (ii) treat the Confidential Information with the same level of care that it affords its own Confidential Information, but in no event less than a reasonable level of care; (iii) use the Confidential Information only in connection with the performance of this Agreement and confine its distribution within its organisation (which in the case of Purchaser shall include Affiliates or its/their contractors or agent), to those individuals having a need to know the Confidential Information in connection with the performance of this Agreement. No restrictions apply to any information that (a) is independently developed by the receiving Party; or (b) at the time of disclosure, was known to the receiving Party free of restriction; or (c) is lawfully received from another source free of restriction and without breach of the Agreement; or (d) is or becomes a matter of public knowledge without breach of this Agreement; or (e) is disclosed under operation of law or pursuant to the request of a court or governmental body, except that the receiving Party shall disclose only such Information as is legally required and shall (i) use reasonable efforts to ensure the continued confidential treatment of any disclosed Information; and (ii) provide to the disclosing Party prompt written notice of each such legal requirement for disclosure, so that the disclosing Party may seek an appropriate protective order.

19. FORCE MAJEURE

19.1 A Party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:



- promptly notifies the other Party of the Force Majeure event and its expected duration; and
- uses reasonable endeavours to minimise the effects of that event.

19.2 If, due to Force Majeure, either Party is unable to perform its obligations under this Agreement, the Parties respective obligations shall first be suspended for the duration of said Force Majeure. If the suspension lasts more than three months, the Service affected by the Force Majeure event may be terminated as of right by the Party which is not directly affected by the Force Majeure event, with no damages being due by either Party, after written notification.

20. NOTICES

All notices, demands, or requests which may be given by any Party to the other Party will be in writing in the English language and will be deemed to have been duly given (a) on the date of dispatch when delivered in person; (b) one day after dispatch when sent by overnight courier, maintaining records of receipt; and (c) on the date of dispatch when sent by registered mail or facsimile during normal business hours with telephone confirmation of receipt and addressed as follows:

If to OBS:

Attention : [name, address, e-mail]

With a copy to:

Orange Business Services

Legal Department

[address, e-mail]

If to the Interconnect Operator:

Attention: [name, address, e-mail]

The address to which such notices, demands, request, elections, or other communications given by either Party may be changed by written notice given by such Party to the other Party pursuant to this clause 20.

Any notice sent by facsimile shall be deemed to have been given if received by 5 PM local time of the receiving Party on a day other than Saturday, Sunday or a public holiday of the receiving Party ("Business Day"), otherwise it shall be deemed to have been received on the next Business Day.

This clause does not apply to notices given in legal proceedings and arbitration.

21. MISCELLANEOUS

21.1 ASSIGNMENT

- Neither Party will have the right to assign, transfer, or otherwise dispose of its rights and obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other Party.



- Notwithstanding clause 21.1.1, a Party may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the other Party prior written notice including the identity of the relevant Affiliate. Each Party acknowledges and agrees that any act or omission of its Affiliate in relation to that Party's rights or obligations under this Agreement shall be deemed to be an act or omission of that Party itself.

21.2 NO THIRD PARTY BENEFICIARY

Nothing in this Agreement will be construed as conferring any rights or benefits upon any person who or which is not a Party to this Agreement.

21.3 SEVERABILITY

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

21.4 WAIVER

- No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

21.5 ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and Agreement between the Parties regarding the purpose of this Agreement, and supersedes all other prior written and oral communications regarding the subject matter hereof. This Agreement or any Service Order may not be altered, modified or amended except by a written amendment executed by the Parties.

21.6 RELATIONSHIP OF PARTIES

The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

22. GOVERNING LAW AND JURISDICTION

This Agreement and all matters regarding the interpretation and/or enforcement hereof, will be governed exclusively by the Laws of the Republic of Ireland. All disputes arising in connection with this Agreement, will be submitted to the jurisdiction of the Courts of the Republic of Ireland.



23. GENERAL PROVISIONS

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

This Agreement has been written in the English language, which is the controlling language and prevails over any other version if there is a conflict.

The provisions of this Agreement that by their nature are intended to survive shall survive following expiry or termination of this Agreement.

This Agreement shall constitute the complete, final, and exclusive statement of the terms of the agreement between Parties regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the Commencement Date.

For and on behalf of:

For and on behalf of:

OBS

INTERCONNECT OPERATOR

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE: