



DATED DAY OF 20

**EMERGENCY CALL ANSWERING SERVICE
(ECAS)
REFERENCE
INTERCONNECT OFFER (RIO)
Including the
Location Information Reference Offer (LIRO)**

BT COMMUNICATIONS IRELAND LIMITED

and

PREFACE

This preface is provided for information and does not form part of the Reference Interconnect Offer (RIO) or the Location Information Reference Offer (LIRO).

For Operators that intend to directly interconnect with the ECAS and also provide Location Information the complete Reference Interconnect Offer (RIO) should form the basis of the contract between BT (providing the ECAS) and the Operator,

BT acknowledges that many Operators will be availing of transit services from third parties hence they will not be directly interconnecting with the ECAS although they will still be providing Location Information to the ECAS. The Location Information aspects form a subset of the RIO and for clarity this subset will be known as the Location Information reference Offer (LIRO) and will form the basis of the contract between Operators not directly interconnected but providing Location Information under the LIRO terms of this Agreement,

Structurally the whole of the document forms the RIO and the aspects that do not apply for the LIRO are provided in the 'Definitions and Interpretation' section, and as set out in Section 5 ("Scope").

The ECAS is paid for through the Call Handling Fee.

INDEX

1	Definitions and Interpretation
2	Commencement and Duration
3	Interconnection and Standards
4	System Alteration
5	Scope
6	Quality of Service
7	Forecasts and Capacity
8	Provision of Information
9	CLI
10	Charges and Payment
11	System Protection and Safety
12	Approved Attachments
13	Numbering
14	Confidentiality
15	Force Majeure
16	Limitation of Liability
17	Intellectual Property Rights
18	Assignment
19	Disputes
20	Breach, Suspension and Termination
21	Notices
22	Entire Agreement
23	Waiver
24	Independent Contractors and Agency
25	Severability
26	Governing Law

SCHEDULES

Schedule 1	Billing and Payment
Schedule 2	Transmission Interconnect
Schedule 3	Generic Signalling System No. 7 Specifications for ECAS
Schedule 4	Location information requirements
Schedule 5	Emergency Call Answering Service (ECAS) (Fixed Emergency Calls, VOIP originated Emergency Calls, Non-Geographic Emergency Calls, and Mobile Emergency Calls)

THIS AGREEMENT dated the _____ day of _____ 20 (the “**Effective Date**”) and made between:-

BT COMMUNICATIONS IRELAND LIMITED a company incorporated in Ireland (company number 141524) whose registered office is at Grand Canal Plaza, Upper Grand Canal Street, Dublin 4 (hereinafter called “**BT**” which term includes its successors and assigns); and

_____ a company incorporated in Ireland (company number _____) whose registered office is at _____ (hereinafter called the “**Operator**” which term includes its successors and assigns).

WHEREAS:

- A. The Minister for Communications, Energy and Natural Resources (the “**Authority**”) has entered into a contract in accordance with Section 58B of the Communications Regulation (Amendment) Act 2007 with BT under an Agreement dated 12th February 2009 and has appointed BT as the designated ECAS operator (as defined in the Act) in Ireland to establish, operate, manage and maintain an Emergency Call Answering Service in accordance with the terms of that agreement.
- B. BT is now appointed by the Authority as the ECAS operator in Ireland and provides the ECAS (as such term is hereinafter defined).
- C. The Operator provides a Public Electronic Communications Network.
- D. The Parties have agreed to connect the Operator System to the ECAS and to the supply of the ECAS by BT to the Operator, subject to and in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

“ Access Code ”	a code in the format of 112 or 999;
“ Act ”	Communications Regulation (Amendment) Act, 2007;
“ Address Complete Message ”	a signalling message required by the originating System to indicate that sufficient address digits have been received and that a transmission path should be set up;
“ Agreement ”	this agreement, the ECAS Price List and the Schedules hereto (including all annexes and appendices thereto);
“ Aggregate Interconnect ”	the connection of multiple interconnect circuits over the same physical wire or fibre;
“ Answer Signal ”	the signal required by the originating network to indicate that the transmission path is complete;
“ Associated Company ”	in relation to a Party its Subsidiary or Holding Company of that Party or another Subsidiary of such Holding Company;

“Authorised Overseas System”	Electronic communications network outside of the Republic of Ireland in respect of which the Operator conveys an Emergency Call;
“Billing Information”	such information provided pursuant to Schedule 1 by BT to the Operator;
“Billing Period”	the period of one complete calendar month commencing at midnight (0000:00 hrs) on the first day and ending at midnight (2400:00) on the last day of the relevant calendar month;
“Billing System”	a system to collate Billing Information and prepare invoices relating to charges payable to BT under this Agreement;
“Call Handling Fee”	the charge to the Operator for the Operator forwarding an Emergency Call to the ECAS, as set at the date hereof, and as may be amended by ComReg from time to time;
“Calling Party”	a person placing a 999/112 call to the ECAS;
“Capacity”	capacity in units of 2 Mbit/s;
“Capacity Provision”	the provision of new or additional Capacity;
“Cell”	a geographical radio coverage area (in urban areas, a radius of approximately 200m-2km and in rural areas, approximately 5-20km which is an approximate measurement only and may change from time to time) that can be identified by a mobile station from a (cell) identification that is broadcast from a radio access network access point;
“Cell Identity”	a code, agreed between the Parties, for signalling and display to the ECAS Agent, identifying the Cell or group of Cells conveying a Mobile Emergency Call from an Operator Customer;
“CLI”	the Customer’s network calling line identification, normally the Customer’s telephone number. It does not mean the Customer’s presentation number.
“ComReg”	the Commission for Communications Regulation;
“Confidential Information”	any information, in whatever form, which in the case of written or electronic information is clearly designated as confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as being confidential or is by its nature confidential and including such Confidential Information already disclosed by either Party to the other prior to the date of this Agreement but excluding any information which:

- (a) is in or comes into the public domain other than by reason of a breach of this Agreement; or
 - (b) is previously known on a non-confidential basis to the Receiving Party at the time of its receipt; or
 - (c) is independently generated, developed or discovered at any time by or for the Receiving Party; or
 - (d) is subsequently received from a Third Party who validly possessed and was permitted to transmit same without any restriction on disclosure;
- “Connect To Number”** the telephone number of an Emergency Service applicable to the location of a Calling Party;
- “Customer”** as the context requires:
- (a) a person having a contract with the Operator for the provision of telecommunication services by means of the Operator's System; or
 - (b) a user of telecommunication apparatus directly connected to the Operator System; or
 - (c) a person having a contract with a reseller of telecommunication services to be provided by means of either the Operator System or a user of telecommunication apparatus authorised by that person;
- “Customer Service Plan”** a document containing details of individuals, addresses and telephone numbers for ordering or maintenance of the services provided pursuant to this Agreement;
- “Digital Distribution Frame (DDF)”** a physical patch panel for joining copper type cabled together;
- “Disclosing Party”** a Party disclosing information to the other Party;
- “Dispute”** any dispute, difference or question of interpretation arising out of or in connection with this Agreement;
- “Due Date”** a date being 30 days from the date of the invoice;
- “ECAS”** the Emergency Call Answering Service operated, managed and maintained by BT and shall comprise the people, processes and

	technology to deliver the services described in this Agreement;
“ECAS Agent”	a person sitting in the ECAS Operator Centre who will handle Emergency Calls;
“ECAS Equipment Centre”	a facility where ECAS equipment only, including the ECAS switches and points of interconnect, are located;
“ECAS ESR Database”	the Emergency Services routing database as used to hold Connect To Numbers for each of the Emergency Services;
“ECAS Fixed Line Information Database”	the installation and billing records for each fixed line CLI which is used to map an inbound CLI to a physical address by the ECAS;
“ECAS Mobile Location Information Conversion Database”	the mobile location information conversion database which is used to convert Cell Identity into a geographic location with the ECAS;
“ECAS Operator Centre”	facility where ECAS Agents answer Emergency Calls;
“ECAS Price List”	the price list having that name which contains charges for ECAS which is published on www.btwholesale.ie ;
“Electronic Communications Network”	the transmission systems and, where applicable, switching or routing equipment and other resources which permit the conveyance of signals by wire, radio, by optical or by other electromagnetic means, including satellite networks, fixed (circuit- and packet switched, including internet) and mobile terrestrial networks, electricity cable systems, to the extent that they are used for the propose of transmitting signals;
“Electronic Communications Service”	a service normally provided for remuneration which consists wholly or mainly in the conveyance of signals on Electronic Communications Networks, including telecommunications services;
“Emergency Call”	a 999 or 112 call handed over from the Operator System to the ECAS, and includes a call that may not be a genuine one;
“Emergency Service”	the Garda Síochána, the fire brigade, the ambulance service, the Irish Coastguard and such other emergency services, agencies and organisations as may be established or deemed by the Authority to constitute an emergency service from time to time;
“Encumbrance”	any mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security

	interest, title retention or any other security agreement or arrangement having the effect of conferring security or other form of encumbrance;
“Fixed Emergency Call”	an Emergency Call originated over a physical wired/optical or dedicated wireless link to a fixed location network then interconnected to an ECAS Equipment Centre which has a telephone number conforming to the National Telephone Numbering Plan for Ireland and which permits BT to ascertain the location of the Calling Party;
“Fixed Line Location Information”	information containing the billing and installation records of a fixed line used by ECAS to determine the actual location of a Calling Party based on the CLI. The information is transferred to ECAS in a format in accordance with the specifications listed in Schedule 5;
“G703 Interface”	an interface meeting the requirements of ITU-T Recommendation G703 (Geneva 1991);
“GSM”	Global System for Mobile Communications;
“Holding Company”	has the meaning given to it in Section 155 of the Companies Act, 1963 (as amended) in force as at the date of this Agreement, notwithstanding any amendment or re-enactment thereof;
“Intellectual Property Rights”	any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application therefore;
“Interconnect Link”	a link connecting a BT Switch Connection and an Operator Switch Connection passing through a Point of Connection;
“Interest Rate”	Euribor + four (4%) (3 month rate) applied to amount in default;
“Intrabuilding Link”	a connection between BT or and the Operator’s network equipment in the same building;
“Ireland”	the Republic of Ireland;
“ITU-T”	International Telecommunications Union for the Telecommunications Sector. A formal global standards body sponsored by the United Nations to promote telecommunications issues;
“Legislation”	any and all constitutions, binding legal instruments (including of the European

Communities or any organ thereof) acts, statutes, laws, bye-laws, rules, codes, regulations, orders, standards and/or conditions having legal effect in Ireland or any relevant part thereof including any final judgment or order of any court of competent jurisdiction and further including, any enforceable community right within the meaning of Section 2 of the European Communities Act, 1972;

“LIRO Operator”

an Operator who has indicated on the signature page hereof that it is a LIRO Operator and is not directly interconnected to the ECAS, but will however, provide Location Information in accordance with the relevant LIRO terms hereof..

Location Information Reference Offer (LIRO)

means the ECAS Reference Offer for Operators not directly interconnected with the ECAS but who provide Location Information directly to the ECAS and who have indicated on the signature page their status as a LIRO Operator. All parts of the document apply with the exception of the following:

Clauses 3, 7, 9, 10, Schedule 1, Schedule 2 and Schedule 3

“Location Information”

the information which describes the Calling Party's approximate location using those methods available to the Operator for the handset or fixed line in use. For example in the case of a call from a mobile handset, the information may either identify the Cell site location and optionally the size and direction of the coverage; area for the Cell in which the Calling Party made the Mobile Emergency Call or which notifies BT that the Calling Party cannot be located; or in the case of a Fixed Emergency Call the location information will be the CLI of the Calling Party used in conjunction with the information provided by the Operator on the fixed line installation;

“2 Mbit/s Interconnect Link”

an Interconnect Link of 2 Mbit/s Capacity provided by between the ECAS and the Operator's equipment within the ECAS Equipment Centre;

“Mobile Emergency Call”

an Emergency Call where the Calling Party is using terminal apparatus which is mobile;

“Mobile Location Conversion Information” information held within the ECAS Mobile Location Conversion Database which is used to map a Cell Identity to a geographic location by ECAS. The information shall be transferred to ECAS in a format in accordance with the specifications listed in Schedule 5;

“Multiplexor”	the multiplexing equipment which serves an Intra-building Link;
“National Telephone Numbering Plan”	has the meaning described in the ComReg numbering conventions;
“Network Termination Point”	the point at which the ECAS communications network is physically offered to the directly interconnected Operator. This defines the network boundary between the ECAS network and the Operator’s network; or, where the context requires, the point at which the Operator communications network is physically offered to the Operator’s customer.
“Non-Geographic Emergency Call”	either a Non-Geographic Emergency Call (fixed characteristics) or a Non-Geographic Emergency Call (non-geographic characteristics);
“Non-Geographic Emergency Call (fixed characteristics)”	an Emergency Call forwarded by the Operator to BT presenting as network CLI either a geographic number or a number where the Operator has notified BT of a particular building or location permanently associated with such number;
“Non-Geographic Emergency Call (non-geographic characteristics)”	an Emergency Call forwarded by the Operator to BT presenting a number where the Operator has not notified BT of a particular building or location permanently associated with such number;
“Operations and Maintenance Manual”	manual referred to in this Agreement of working practices between the Parties;
“Operator Basic Telephony Call”	a call, comprising the minimum service features necessary to support a speech path through the BT System, handed over to the ECAS;
“Operator International Incoming Call”	either an Operator Basic International Incoming Call or an Operator ISDN International Incoming Call;
“Operator ISDN Telephony Call”	a call originated over ISDN access services. ECAS will only support the basic telephony incoming call service;
“Operator System”	the Public Electronic Communications Network provided by the Operator for connection to the ECAS pursuant to this Agreement;
“Operator Telephony Call”	either an Operator Basic Telephony Call or an Operator ISDN Telephony Call;
“Operator Transit Call”	a call originated on an operator network that is handed over to another operator for conveyance to the ECAS;

“Optical Interface”	an interface offered for the connection of fibre optic strands;
“Party”	a party to this Agreement;
“Point of Connection”	a physical point where an ECAS Equipment Centre and the Operator System are connected for Emergency Calls to be handed over to the ECAS;
“Privacy Regulations”	the Privacy and Electronic Communications (EC Directive) Regulations;
“Public Electronic Communications Network”	means an Electronic Communications Network used wholly or mainly for the provision of publicly available Electronic Communications Services;
“Receiving Party”	a Party receiving information from the Disclosing Party;
“Release Signal”	a signal which indicates that the transmission path of an Emergency Call has been disconnected;
“Route Augmentation”	additional Capacity on an established Traffic Route;
“Route Type”	the segregation of Capacity within a Traffic Route for the conveyance of certain Traffic Types;
“Schedule”	a schedule to this Agreement;
“SDH”	synchronous digital hierarchy;
“Signalling Link”	a 64 Kbit/s digital path within a 2 Mbit/s Interconnect Link between two ITU-T 7 signalling nodes which is used for signalling;
“Signalling Link Set”	a pair, or multiple pairs, of Signalling Links each within a separate 2 Mbit/s system on an Interconnect Link;
“Single Signalling Link”	a Signalling Link being the only Signalling Link between a specific BT Switch Connection and a specific Operator Switch Connection;
“Specifications”	those specifications as referenced in Section 5 (Detailed Technical Specification) of Schedule 4.
“STP”	signal transfer points;
“Subsidiary”	has the meaning given to it in Section 155 of the Companies Act, 1963 (as amended) in force as at the date of this Agreement, notwithstanding any amendment or re-enactment thereof;

“Switch”	telecommunication apparatus within a System which performs the function of switching and routing Calls;
“Switch Connection”	a BT Switch Connection or, as the context requires, an Operator Switch Connection;
“System”	the ECAS or, as the context requires, the Operator System;
“System Alteration”	a change to the ECAS, which requires a change to be made to the Operator System to allow the continuance of the conveyance of Emergency Calls across a Point of Connection pursuant to this Agreement;
“Third Party”	a person other than BT or the Operator;
“Third Party Interconnect”	interconnect using a Third Party ISI Interconnect Link;
“Third Party Interconnect Agreement”	either: (a) an agreement between BT and a Third Party Operator entered into as it applies from time to time; or (b) an agreement between the Operator and a Third Party Operator as it applies from time to time;
“Third Party ISI Interconnect Link”	an Interconnect Link as defined in Schedule 1;
“Third Party Operator”	a person being neither the Operator nor BT who provides a Public Electronic Communications Network within Ireland;
“Traffic Route”	discrete and identifiable units of 2 Mbit/s Capacity within an Interconnect Link;
“Traffic Type”	a different identifiable type of call;
“VAT”	value added tax within the meaning of the Value Added Tax Act, 1972 or any similar tax which introduced to replace value added tax;
“Voice over Internet Protocol (VoIP) Originated Emergency Call”	an Emergency Call that originates from terminal apparatus using an Emergency Call application which for the initial part of the network path allows the Calling Party’s voice to be transported using the Internet Protocol (IP) to BT;
“White Book”	traditionally colours were allocated as the version of recommendations published by the ITU. The White Book is thus the version of the ITU recommendation to which this Agreement is referring;

“Working Day” a day when banks in Dublin are open for normal business;

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

Main body of this Agreement

Schedule 5 Emergency Call Answering Service (ECAS)) (Fixed Emergency Calls, VOIP originated Emergency Calls, Non-Geographic Emergency Calls, and Mobile Emergency Calls)

Schedule 1 Billing And Payment (shall not apply for LIRO)

Schedule 4 Location Information Requirements

Schedule 3 Generic Signalling System No.7 Specifications For ECAS (shall not apply for LIRO)

Schedule 2 Transmission Interconnect (shall not apply for LIRO)

1.3 It is hereby expressly agreed that the Operations and Maintenance Manual is not legally binding.

1.4 References to any statute or statutory provision includes reference to any statute or statutory provision which for the time being amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, statutory instruments, regulations or other subordinate legislation made under any relevant statute or statutory provision.

1.5 Words and expressions defined in this Agreement shall also bear those meanings when used in the Schedules.

1.6 For the avoidance of doubt, the Specifications contain the details for file formats and data transfer arrangements and whilst not forming part of the Agreement, the Parties acknowledge and accept that the ECAS is designed to work in accordance with these Specifications.

Where BT is mandated through legislation or regulation to make specific updates to the Specification, BT will so update and publish the revised Specifications. In all other circumstances, BT will follow the process below unless otherwise mandated or agreed by the parties. The process below will apply where BT or the industry voluntarily seeks to update the Specifications.

Updating the Specifications (other than where change is mandated by legislation or regulation);

1. In the case of a voluntary update, BT will advise that it wishes to amend the Specifications.
2. BT will consult with the operators and will call a meeting of the operators to discuss the proposed amendments. A schedule of meetings will be established if required.
3. After a period of two months from the start of the consultation, or of a different period of time if agreed between the parties, BT will issue a final updated version of the changed Specification.
4. If there is no formal written disagreement provided to BT within 14 calendar days of the issue of the final version, the updated Specification will be considered agreed.
5. BT will publish the updated 'agreed' Specifications on its ECAS web site.
6. If agreement cannot be achieved the dispute process will be triggered.
7. Nothing in this process shall prevent any party making a reference to ComReg.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement takes effect on the date hereof and shall continue until termination pursuant to this Agreement.
- 2.2 In the event that either Party's entitlement to provide all or a material part of its Public Electronic Communications Network, or BT's entitlement to provide the ECAS, is suspended and/or terminated, either Party may terminate this Agreement (or such part thereof as may be reasonable in the circumstances) forthwith, without advance notice.
- 2.3 Without prejudice to any other clause herein, BT is entitled to terminate this Agreement at any time by giving not less than 12 months' written notice to the Operator.
- 2.4 Without prejudice to any other clause herein, the Operator may terminate this Agreement by giving at any time to BT not less than 3 months' written notice to terminate.
- 2.5 After a notice has been given pursuant to paragraphs 2.3 or 2.4 a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.
- 2.6 Following a request pursuant to paragraph 2.5, if, on termination of this Agreement either Party would be obliged under Legislation to enter into a new interconnection agreement with the other Party the Parties shall carry on good faith negotiations with a view to entering into a new agreement within a reasonable period.

3. INTERCONNECTION AND STANDARDS

- 3.1 The Parties shall connect and keep interconnected the ECAS Equipment Centres and the Operator System at Points of Connection in accordance with this Agreement.
- 3.2 Each Party shall comply with the specifications set forth below in paragraph 3.3 in so far as they apply to the provision and use of services pursuant to this Agreement.
- 3.3 In the practical implementation of the specifications relating to the interconnection of the ECAS Equipment Centres and the Operator System the Parties shall apply standards and operating guidelines which in the first instance have due regard to the following in the order of precedence specified below:
- (i) any legal requirements imposed upon each of them;
 - (ii) any relevant specification notified by ComReg;
 - (iii) specifications listed in the Schedules to this Agreement; and
 - (iv) the GSM memorandum of understanding (where applicable).

4. SYSTEM ALTERATION

- 4.1 Each Party shall pay its own costs arising out of any System Alteration.
- 4.2 Subject always to Clause 4.4 below, when BT intends making a System Alteration, which alteration BT considers requires a minor data alteration to be implemented by the Operator to the Operator System (e.g. in-life change of configuration settings), it shall give the Operator no less than one (1) calendar month's written notice prior to the date of the anticipated System Alteration.
- 4.3 Subject always to Clause 4.4 below, when BT intends making a System Alteration, which alteration BT considers requires a backwards compatible change to be implemented by the Operator to the Operator System, it shall give the Operator no less than three (3) calendar month's written notice prior to the date of the

anticipated System Alteration. Subject always to Clause 4.4 below, when BT intends making a System Alteration, which alteration BT considers requires a non-backwards compatible infrastructure, hardware or software change to be implemented by the Operator to the Operator System (e.g. significant in-life revision of the download specification), it shall give the Operator no less than six (6) calendar months' written notice prior to the date of the anticipated System Alteration.

- 4.4 Notwithstanding Clauses 4.2 and 4.3 above, when BT intends making a System Alteration, which alteration is as a result of an order, direction, determination or requirement of ComReg, the Authority or any other body of competent and authorised jurisdiction or as a result of unforeseen or unplanned event that requires immediate action,, it shall give the Operator as much written notice as is reasonably practicable prior to the date of the anticipated System Alteration.
- 4.5 The notices referred to in Clauses 4.2, 4.3 and 4.4 shall specify the technical details of the System Alteration and the date of the anticipated System Alteration. Following such notification each Party shall supply to the other such information as the other may reasonably request including in the case of BT, to the extent reasonably practicable, the potential impact on the Operator System. Further, the notice period referred to in Clauses 4.2 and 4.3 shall apply during the in-life period only, which period shall commence 90 days after BT first begins to accept 100% of all emergency calls made in the Republic of Ireland via the ECAS. Prior to such in-life period, BT shall give as much notice as is reasonably practicable in the circumstances.
- 4.6 The Operator will ensure that it makes any necessary alteration to the Operator System in advance of the date of the anticipated System Alteration to ensure it can continue to interconnect in accordance with this Agreement.
- 4.7 If the Operator makes an alteration to the Operator System in accordance with above, it shall ensure that calls handed over from it are not prevented to any greater extent or hindered in any manner different from the generality of calls made by its Customers.

5. SCOPE

- 5.1 The Operator shall convey calls (unless the Operator is a LIRO Operator, in which case no call shall be conveyed by the Operator) and shall provide Location Information, and BT shall provide the ECAS, pursuant to the Act, this Agreement and the Schedules hereto.
- 5.2 For LIRO Operators, this Agreement shall operate as the LIRO, and all parts of this Agreement apply to both Parties with the exception of Clauses 3, 7, 9, 10, Schedule 1, Schedule 2 and Schedule 3

6. QUALITY OF SERVICE

- 6.1 BT shall use reasonable endeavours to provide to the Operator the level of service, as set out in Schedule 5 hereto.

7. FORECASTS AND CAPACITY

- 7.1 The Operator shall provide an initial Capacity forecast to BT prior to the provision by BT of service to the Operator hereunder. The forecast provided by the Operator represents the good faith expectations of the Operator of its Capacity requirements on the ECAS. Once service has been established Capacity forecasts shall only be provided by the Operator to BT thereafter in the event that the Operator is re-arranging its interconnect, or significantly (greater than 20% change) altering its traffic profile. In the event that the Operator should request activation of Capacity

beyond that forecasted, BT shall use reasonable endeavours to meet this requirement but cannot guarantee to meet this requirement.

8. PROVISION OF INFORMATION

8.1 BT may request and the Operator shall provide information on protocols in use by the Operator which are required for interconnection, conveyance of calls or the provision of services specified in this Agreement between the ECAS Equipment Centres and the Operator System. BT acknowledges that any such information shall at all times be regarded as Confidential Information for the purposes of this Agreement.

8.2 The Operator will use all reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

8.3 Nothing in this 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 the Data Protection Acts 1988 and 2003 or any code of practice on the confidentiality of customer information issued by ComReg.

8.4 Nothing in this Agreement shall prevent the furnishing of traffic data (as defined in the Privacy Regulations) to a person who is a competent authority for the purposes of any provision relating to the settlement of disputes (by way of legal proceedings or otherwise) in, or made by virtue of, any enactment.

8.5 Nothing in this Agreement shall prevent BT from furnishing any information to ComReg and/or the Authority.

8.6 The Parties acknowledge that in providing Service, BT may process Personal Data. BT will have in place adequate technical and organisational security measures so that this processing complies with applicable data protection law.

9. CLI

9.1 If the ECAS requests CLI from the Operator System the Operator System shall generate and convey CLI to the ECAS.

9.2 Following a request pursuant to paragraph 9.1 BT shall only use the CLI for the following purposes:

- (i) passing onto the Emergency Services and any other general use required in relation to the provision of the ECAS;
- (ii) the management of traffic;
- (iii) the management of billing;
- (iv) 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;
- (v) activities relating to ComReg and/or Authority enquiries; and
- (vi) prevention and detection of fraud.

9.3 When conveying Emergency Calls handed over from a Third Party system or an Authorised Overseas System, the Operator shall, subject to law, convey the CLI associated with those Emergency Calls.

9.4 Notwithstanding any other provision of this Agreement and any preference expressed by a calling user or subscriber, BT may present the identity of the calling

line when an Emergency Call is made and use CLI to pass telephone numbers to Emergency Service.

9.5 The Operator shall not charge BT for the cost of generating and conveying CLI.

9.6 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.

10. CHARGES, PAYMENT AND BILLING

10.1 The Operator shall pay to BT the Call Handling Fee for the ECAS provided by BT hereunder and/or any charges which may be payable by the Operator to BT as a direct result of an order, direction, determination or requirement of ComReg, the Authority or any other body of competent and authorised jurisdiction

10.2 Notwithstanding the provisions of paragraph 10.1, BT may vary the charge which has retrospective effect for the ECAS by publication in the ECAS Price List if the price variation and retrospection is as a direct result of an order, direction, determination or requirement of ComReg, the Authority or any other regulatory authority or body of competent jurisdiction.

10.3 As soon as reasonably practicable following an order, direction, determination or consent (for the purposes of this paragraph 10 a “determination” which expression includes a re-determination referred to in paragraph 10.4) by ComReg of a charge (or the means of calculating that charge) for the ECAS, BT shall make any necessary alterations to the ECAS Price List so that it accords with such determination.

10.4 If a determination referred to in paragraph 10.3 is subject to a legal challenge, the Parties shall, without prejudice, treat the determination as valid until the conclusion of the legal proceedings, unless the court otherwise directs. If the court finds the determination to be unlawful then the Parties agree to revert to the charges payable immediately prior to such determination being made and BT shall make any necessary alterations to the ECAS Price List. As soon as reasonably practicable following a re-determination by ComReg (as a result of a legal challenge) of a charge (or the means of calculating that charge) for a BT service or facility, BT shall make any necessary alterations to the ECAS Price List with retrospective effect where required, so that it accords with such re-determination.

10.5 If any charge (or the means of calculating that charge) for a BT service or facility has retrospective effect (for whatever reason) or where BT is unable to implement a price change for the required date of the change, then BT shall, as soon as reasonably practicable following publication in the ECAS Price List, adjust and recalculate the charges in respect of such service or facility using the new charge and shall where so directed calculate the interest for any sum overpaid or underpaid at the Interest Rate. BT will use its reasonable endeavours to credit or invoice such sums within 30 calendar days of the sum overpaid or underpaid being determined.

10.6 If there is a difference between a charge for a BT service or facility specified in the ECAS Price List and a charge determined by ComReg, the charge determined by ComReg shall prevail.

10.7 BT shall use reasonable endeavours, following publication of an alteration to the ECAS Price by ComReg in the *Iris Oifigiúil* to publish the alteration to the ECAS Price List on www.btwholesale.ie within 30 calendar days of such an alteration.

10.8 The Operator shall pay the charges calculated in accordance with, and within the time specified in, this Agreement.

- 10.9 No charges shall be payable under this Agreement by the Operator unless such charges are specifically referred to in this Agreement.
- 10.10 The charges in this Agreement are exclusive of VAT unless such charges are stated to be inclusive of VAT.
- 10.11 Invoices are due and payable in euro.
- 10.12 The Parties shall comply with the provisions of Schedule 1 (Billing and Payment).
- 10.13 BT shall be entitled at all times to advise ComReg and/or the Authority of any failure by the Operator to pay charges in accordance with this Agreement.
- 10.14 BT shall provide to the Operator invoices of all amounts due to it, calculated in accordance with the provisions of Schedule 1 (Billing and Payment).

11. SYSTEM PROTECTION AND SAFETY

- 11.1 Each Party is responsible for the safe operation of its System and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its System does not:
- (i) endanger the safety or health of employees, contractors, agents or Customers of the other Party; or
 - (ii) damage, interfere with or cause any deterioration in the operation of the other Party's System.

12. APPROVED ATTACHMENTS

- 12.1 Neither Party shall connect or knowingly permit the connection to its System of anything that is not approved by the relevant approvals authority for attachment to its System.

13. NUMBERING

- 13.1 The Operator shall use numbers in accordance with the National Telephone Numbering Plan.

14. CONFIDENTIALITY

- 14.1 Subject to the following provisions of this paragraph 14, a Receiving Party shall keep in confidence Confidential Information and will not (and will use its reasonable endeavours to ensure that its directors, employees, and professional advisers will not) disclose such information to any Third Party.
- 14.2 A Receiving Party shall exercise no lesser degree of care of Confidential Information than would a reasonable person with knowledge of the confidential nature of the information. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature.
- 14.3 A Receiving Party shall restrict disclosure of Confidential Information relating to the other Party to those persons who have a reasonable need to know. Confidential Information shall be used solely for the purposes for which it was disclosed.
- 14.4 A Receiving Party may disclose Confidential Information to an Associated Company, contractor or agent subject to the Associated Company, contractor or agent undertaking to comply with obligations equivalent to these contained in this paragraph 14.

- 14.5 The following shall not constitute a breach of this paragraph 14:
- (i) a disclosure authorised in writing by the Disclosing Party to the extent of that authority; or
 - (ii) a disclosure to an Emergency Service; or
 - (iii) publication of all or part of this Agreement, or details of it by BT in generic format (excluding any Operator specific information); or
 - (iv) a disclosure which is properly made pursuant to Legislation or regulatory obligation; or
 - (v) a disclosure properly and reasonably made by BT to ComReg or the Authority; or
 - (vi) a disclosure properly and reasonably made to an arbitrator, expert or any person appointed by the Parties for the resolution of a Dispute,

subject in the case of any disclosure specified in paragraphs (iv) to (vi) to the Receiving Party informing the Disclosing Party as soon as reasonably practicable, after such disclosure.

- 14.6 Unless otherwise agreed in writing, a Receiving Party shall not use the other Party's Confidential Information to provide commercial advantage to its retail business.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any breach of this Agreement caused by 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 obligation, industrial disputes of any kind (whether or not involving such Party's employees provided that in circumstances where the industrial dispute involves its own employees, the Party relying on the force majeure must have taken all reasonable actions to prevent such industrial disputes from arising), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom such Party is not responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

- 15.2 If as a result of a force majeure, the performance by a Party of its obligations under this Agreement is affected, such Party shall, subject to the provisions of paragraph 15.3, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its Customers and Third Parties) there is no undue discrimination against the other Party.

- 15.3 If the effects of such force majeure continue for a continuous period of 6 months or more either Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party. If this Agreement is not terminated in accordance with the provisions of this paragraph 15.3, 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.

16. LIMITATION OF LIABILITY

- 16.1 Neither Party has an obligation of any kind to the other Party beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
- 16.2 Subject to paragraph 16.4 if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this Agreement to pay monies 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 million euros for any one event or series of connected events and two million euros for all events (connected or unconnected) in any period of 12 calendar months.
- 16.3 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence, however nothing in the Agreement shall impact or affect any protection afforded BT by provisions of the Act.
- 16.4 Subject to paragraph 16.3, neither Party shall be liable to the other or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Agreement or any part of it:
- (a) any loss of profits, contracts, anticipated savings, goodwill (including pecuniary losses arising from loss of goodwill), business, revenue or opportunity; and/or
 - (b) any loss arising from wasted expenditure and/or expenditure of time by managers and employees; and/or
 - (c) any loss or corruption or destruction of data; and/or
 - (d) any special, indirect or consequential loss or damage whatsoever; and/or
 - (e) any loss arising from the transmission of viruses; and/or
 - (f) any loss arising from business interruption,
- whether or not that Party was advised in advance of the possibility of such loss or damage.
- 16.5 BT shall implement reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network used to provide ECAS to the Operator, but BT shall not be liable for any loss or damage sustained by the Operator in the event of any unauthorised access in spite of BT's reasonable precautions.
- 16.6 Each provision of this paragraph 16 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

17. INTELLECTUAL PROPERTY RIGHTS

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

18. ASSIGNMENT

- 18.1 This Agreement is personal to the Parties and unless otherwise agreed in writing, and subject to this paragraph 18, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.
- 18.2 No consent is required under paragraph 18.1 for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's System provided that such successor is an

Associated Company or for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) by BT to a new ECAS Operator or any nominee of the Authority.

- 18.3 If consent in writing is given under paragraph 18.1 or if no consent is required under paragraph 18.2, in either case, it is a condition precedent that the assigning Party shall procure that the assignee enters into a novation agreement between the Parties and the assignee/successor to observe and perform the terms and conditions of this Agreement.
- 18.4 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 pursuant to the novation agreement to be entered into pursuant to paragraph 18.3 above, to be bound by the provisions of this Agreement.

19. DISPUTES

- 19.1 If a Party (the "Disputing Party") wishes to invoke the dispute procedure specified in this paragraph, it shall send written notice of the Dispute to the other Party's commercial contact (the "Receiving Party"). The notice shall contain all relevant details including the nature and extent of the Dispute.
- 19.2 The name of each Party's commercial contact shall be as specified from time to time in writing to the other Party. For the purposes of this paragraph 19 no change to a commercial contact shall be effective until it has been notified in writing to the other Party.
- 19.3 Following notice under paragraph 19.1, the Parties shall consult in good faith to try to resolve the Dispute ("**Level 1**"). If agreement is not reached within 5 Working Days, the Dispute may be escalated by either Party under paragraph 19.4.
- 19.4 If the Dispute is not resolved under paragraph 19.3, either Party may send written notice to the other Party's commercial contact requiring the Dispute to be escalated to an appropriate senior manager and stating which senior manager that Party has escalated the Dispute to.
- 19.5 Following notice under paragraph 19.4, the Parties shall work in good faith to try to resolve such Dispute ("**Level 2**").
- 19.6 If the endeavours of the Parties to resolve the dispute under Level 2 above are not successful within 5 Working Days (or such longer timeframe as the Parties mutually agree in writing) following notice of escalation of the Dispute to Level 2, either Party may upon service of notice ("**the Level 3 Notice**") on the other, automatically escalate the dispute to '**Level 3**'. Level 3 shall consist of determination of the dispute by a sole arbitrator. The Level 3 Notice shall include all relevant details including the nature and extent of the dispute. The arbitration shall be held in Dublin and shall be governed by the provisions of the Arbitration Acts, 1954 to 1980. The arbitrator shall be appointed by agreement between the Parties or, where agreement has not been reached between the Parties within 3 Working Days of such escalation, by the President for the time being of the Law Society of Ireland or such other officer endowed with the functions of such President. If the arbitrator shall relinquish his appointment or die, a substitute arbitrator may be appointed in his place in the manner hereinbefore provided. The cost of any legal proceeding will be borne by the Parties according to the Arbitration Acts.
- 19.7 The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this Agreement
- 19.8 Nothing herein shall prevent a Party from:

- (i) seeking (including obtaining or implementing) interlocutory or other immediate relief; or
- (ii) referring the Dispute to ComReg in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution.

19.9 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute pursuant to paragraph 19.6

20. BREACH, SUSPENSION AND TERMINATION

20.1 If the Operator's System adversely affects the normal operation of the ECAS, or is a threat to any person's safety, or in the case of emergency, the parties will cooperate to resolve the situation as a matter of urgency.

20.2 If a Party is in material breach of this Agreement (including failure to pay a sum due hereunder other than a failure to pay a sum which is subject to an invoice dispute under Schedule 1) (the "Breaching Party"), the other Party (the "Non-Breaching Party") may serve a written notice (the "Breach Notice") on the Breaching Party specifying the breach and requiring it to be remedied within 30 calendar days from date of receipt of such Breach Notice and the Non-Breaching Party shall also advise ComReg in writing, at the same time, which written notification shall include a copy of the Breach Notice.

If the Breaching Party fails to so remedy then the Non-Breaching Party may serve a final 7 day termination notice (the "Termination Notice") on the Breaching Party and if the Breaching Party continues to fail to remedy the breach within 7 calendar days of receipt of the Termination Notice then:-

- (i) where BT is the Non-Breaching Party, BT can forthwith suspend and/or terminate this Agreement with immediate effect; and
- (ii) where the Operator is the Non-Breaching Party, the Operator can forthwith terminate this Agreement with immediate effect,

and the Non-Breaching Party shall also advise ComReg in writing, at the same time, which written notification shall include a copy of the Termination Notice.

20.3 This Agreement may be terminated by BT by written notice forthwith (or on the termination of such other period as such notice may specify) in the event of:-

- (i) the Operator is deemed for the purposes of section 214 of the Companies Act, 1963 as amended to be unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due;
- (ii) the passing of an order by a court for the winding up of the Operator or for court protection or for administration or for the examination or for a resolution for a voluntary winding-up of the Operator otherwise than in the context of a solvent reconstruction or amalgamation;
- (iii) any liquidator, receiver, administrative receiver, administrator, examiner or the like is appointed to or over the Operator or possession is taken by or on behalf of any creditor of any property of the Operator that is the subject of an Encumbrance or other security interest save where the appointment is vexatious and has not been discharged within twenty (20) days of the passing of the order;
- (iv) any other step (including any petition or proposal or a meeting of creditors) is taken with a view to the rehabilitation, administration, examination,

custodianship, liquidation, winding-up or dissolution of the Operator or any other insolvency proceedings involving the Operator;

- (v) the directors of the Operator, request the appointment to the Operator of a liquidator, receiver or examiner or the like; or
- (vi) the Operator ceases to carry on business; or
- (vii) the Operator (if directly interconnected to BT) ceases or fails to hand over Emergency Calls to BT under this Agreement for a period of two months or more and has failed to handover any Emergency Calls within 30 calendar days from date of receipt of written notice from BT advising of such cessation or failure.

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

20.5 If 30 calendar days after the termination or expiry of this Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situate) 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.

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

20.7 Notwithstanding the termination or expiry of this Agreement, paragraphs 1, 10, 14,16,17,19, 20, 21 and 26 inclusive shall continue in full force and effect.

20.8 All rights to terminate or suspend performance of this Agreement pursuant to this paragraph 20 are without prejudice to any other rights or remedies available to either Party.

21. NOTICES

21.1 A notice shall be duly served if:

- (i) delivered by hand, at the time of actual delivery;
- (ii) sent by facsimile, at the time of despatch;
- (iii) sent by recorded delivery post, two Working Days after posting it.

21.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement shall be in writing and shall be sent as follows:

If to the Operator:

Title:-

Postal address:-

If to BT:

ECAS Policy and Performance Manager, BT, Grand Canal Plaza, Upper Grand Canal Street, Dublin 4;

Facsimile: 01 432 5800

with copy to:-

Head of Legal, BT, Grand Canal Plaza, Upper Grand Canal Street, Dublin 4.

Facsimile: 01 432 5800

or to such other addresses as the Parties may notify in writing from time to time pursuant to this paragraph 21.

22. ENTIRE AGREEMENT

22.1 This Agreement contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, other than any fraudulent misrepresentation, in relation to the subject matter of this Agreement.

22.2 Other than an amendment to this Agreement where the text of the amendment is specified and mandated by Legislation, ComReg or the Authority (which amendment becomes binding upon written notice of same by BT or upon the mandated effective date (if any)), no amendments to this Agreement shall be binding unless in writing and signed by each Party.

23. WAIVER

23.1 A failure by either Party at any time to enforce any provision of this Agreement shall in no way affect its right thereafter to require complete performance by the other Party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or to be a waiver of the provision itself.

24. INDEPENDENT CONTRACTORS AND AGENCY

24.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

24.2 If either Party appoints an agent for the purposes of this Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

25. SEVERABILITY

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

26. GOVERNING LAW

26.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland.

26.2 Unless otherwise stated in this Agreement, both Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland. Both Parties confirm that the courts of Ireland are not an inconvenient forum and each Party irrevocably waives any right which it may have to object to their jurisdiction on the grounds of inconvenience of otherwise.

IN WITNESS WHEREOF THIS AGREEMENT was entered into the day and year first before written.

SIGNED for and on behalf of
BT COMMUNICATIONS IRELAND LIMITED

Signed: _____

Name: _____

Position: _____

Date: _____

SIGNED for and on behalf of

confirming status as (check and cross out as appropriate) a

____ **Directly Interconnected Operator**

____ **LIRO Operator (providing Location Information only)**

Signed: _____

Name: _____

Position: _____

Date: _____