

# Reference Interconnect Offer

## Legal Framework



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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN

- A) [TELECO], a limited liability company duly incorporated and existing under the laws of Jamaica, having its principle place of business at [INSERT ADDRESS] (“TELCO”); and
- B) DIGICEL (JAMAICA) LIMITED, a limited liability company duly incorporated and existing under the laws of Jamaica having its principal office situated at 10-16 Grenada Way, Kingston 5, Jamaica (“Digicel”).

RECITALS

- A) Pursuant to Licences issued by the Minister, TELCO is entitled to operate a domestic Telecommunications Network and to provide certain Telecommunications Services in Jamaica.
- B) Digicel is entitled by its Licences to operate its Mobile Networks and to provide domestic and international Telecommunications Services in Jamaica.
- C) TELCO has requested interconnection of its Telecommunications Network with that of Digicel, and the Parties have agreed to interconnect their respective networks in accordance with the Telecommunications Act, 2000 on the terms and conditions set out herein.

It is hereby agreed as follows:

**1. Definitions and Applicability**

- 1.1 In this Agreement, unless the context otherwise requires or explicitly states, the terms used shall have the meanings assigned to them in the Definitions schedule.
- 1.2 In this Agreement, unless the context otherwise requires or explicitly states:
  - a) The singular includes the plural and vice versa;
  - b) Reference to an agreement or other instrument includes any variation or replacement to or of either of them;
  - c) Reference to any Clause, Schedule, Annex or other Attachment is a reference to a clause of, or schedule, annex or attachment to this Agreement and any reference to this Agreement includes any such Schedule, Annex or other Attachment. Reference to any Paragraph is a reference to a paragraph of a Schedule, Annex or Attachment.
  - d) Reference to any statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements thereof at any time;

- e) The expression “person” includes any individual, firm or company;
- f) All references to JA\$ or other payable amounts refer to Jamaican Dollars unless otherwise stated; and
- g) If a day on which payment of money falls due is not a Business Day, the due day for such payment shall be deemed to be the next following Business Day.

**1.3** References in this Agreement to either Party shall include any legitimate successors or assigns of that Party pursuant to Clause 32.

**1.4** Headings are included for convenience and do not affect the interpretation of this Agreement.

**1.5** In the event of any inconsistency between the numbered Clauses of this Agreement and the Schedules, Annexes or other Attachments, the numbered Clauses of this Agreement shall prevail. In any other event the following order of priority will apply:

- a) Definitions
- b) Tariff Schedule
- c) Service Descriptions
- d) Joint Working Manual
- e) Service Schedule
- f) Parameter Schedule

## **2. Duration**

**2.1** This Agreement takes effect on the date it has been executed by both Parties and continues in full force unless terminated in accordance with Clause 23, otherwise varied in accordance with the provisions of Clause 22, or replaced with a new Agreement agreed to by the Parties in writing. In the event of any variation pursuant to Clause 22, the Agreement as amended shall continue in full force and effect unless terminated in accordance with Clause 23, further otherwise varied in accordance with the provisions of Clause 22, or replaced with a new Agreement..

## **3. Interconnection**

**3.1** Subject to the provisions of this Agreement, Digicel shall connect and keep connected the Digicel System to the TELCO System and TELCO shall connect and keep connected the TELCO System to the Digicel System in the manner described in this Agreement in order to convey Data, Calls and Messages to, from or in transit over their respective Systems.

**3.2** Subject to Clause 15, Points of Connection shall be established between the Digicel Interconnect Points of Presence and TELCO Interconnect Points of Presence specified in the

Service Schedule in accordance with the Joining Service as more particularly described in the Service Descriptions.

**3.3** Each Party shall ensure that any Telecommunications Apparatus necessary to the provision of interconnection pursuant to this Agreement conforms to the technical requirements set out in the Joint Working Manual.

#### **4. Forecasting, Ordering and Provision of Interconnect Capacity**

**4.1** The Parties will exchange Forecasts for each Service as required in the Service Descriptions in accordance with the procedures set out in the Joint Working Manual and shall comply with all the applicable provisions of the Joint Working Manual relating to forecasting as described therein, unless otherwise agreed to by the Parties.

**4.2** The Parties will order and provision capacity in accordance with the procedures set out in the Joint Working Manual and comply with all applicable provisions of the Joint Working Manual relating to ordering and provisioning.

#### **5. Testing**

**5.1** The Parties will carry out the Acceptance Testing and commissioning procedures described in the Joint Working Manual, or as otherwise agreed by both Parties in writing.

#### **6. Operation and Maintenance**

**6.1** Subject to Clause 6.2, each Party shall be responsible for planning, providing, operating and maintaining all Telecommunications Apparatus located on its side of the Point of Connection.

**6.2** In the case of the Non-Footway Box Joining Service, TELCO shall be responsible for planning and providing those aspects of the Service specifically described in the Non-Footway Box Joining Service Service Description which are on the Service Taker's side of the interface at the Point of Connection.

**6.3** Each Party shall manage traffic on its System so as to avoid disruption to the other Party's System to the maximum extent reasonably practicable and each Party shall take all necessary steps as are reasonably practicable to minimise service failures and congestion and signalling system disturbances within its own System which would affect the ability of the other Party to carry Calls, Data and Messages across such other Party's System in accordance with the routing principles set out in the Joint Working Manual and the Parameter Schedule.

**6.4** Each Party shall advise the other Party of any Faults or planned maintenance which may impact the interconnection in accordance with the procedures set out in the Joint Working Manual and shall resolve the Faults or conduct the maintenance in accordance with the Joint Working Manual.

**6.5** Each Party may make reasonable tests and inspections of any services and Telecommunications Apparatus it provides to the other, and may upon reasonable advance written notice temporarily interrupt Services carried on the Telecommunications Apparatus

being tested or inspected in accordance with the provisions of the Joint Working Manual relating to planned maintenance. Where a test or inspection will affect telecommunications traffic originating or terminating on or transiting the other Party's System, the testing or inspection shall be carried out in such a way as to minimise disruption to the other Party's System.

## **7. System Changes**

**7.1** Either Party shall notify the other Party of developments within its System that may impact on the provision of Services to the other Party upon finalization of a decision to make such a change. Such notice shall be in advance in writing and shall be reasonable given the nature of the proposed development and potential impact to the provision of the Services.

**7.2** Neither Party shall make or permit to be made any alteration, adjustment or addition to its System in such a way as to materially impair the operation of the other Party's System or otherwise to materially affect the conveyance of Calls over a Point of Connection unless the Party provides reasonable prior written notice to enable the other Party to make modifications or upgrades to its own System which are necessary to maintain interconnection at the agreed standards or to make network improvements in line with the technological advances. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).

**7.3** In the event that at any time either Party proposes to change any standards or implement additional standards or standards with different features which may affect the operation of the other Party's System, the Party shall so notify the other Party in writing as soon as practicable and in any event at least six (6) months in advance so that the other Party has a reasonable opportunity to attempt to meet such standards or adjust its System accordingly. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).

**7.4** Subject to Clauses 7.2 and 7.3, nothing in this Agreement shall limit either Party's ability to upgrade its System through the incorporation of new equipment, new software or otherwise or to change, in part or in whole, the design, function, operation or layout of its System.

**7.5** The applicable standards of operation of each Party's System for the purpose of the Services will be those specified in the Joint Working Manual and, in the absence of any specified standards, will be such prevailing international industry standards as proposed by Digicel and agreed to by the affected party, such agreement not to be unreasonably withheld or delayed.

## **8 Telecommunication Services**

**8.1** Each Party shall provide the other with the Services for which that Party is indicated as being the Service Supplier in the Service Schedule, provided that each Party's System and all relevant Points of Connection are suitable for the conveyance of Calls, Data and Messages pursuant to the relevant Service Description. Subject to Clause 15 the Services shall be provided in accordance with the Service Descriptions and the Joint Working Manual.

**8.2** For the avoidance of doubt, and notwithstanding the interconnection of the Parties' Systems, neither Party shall hand over to the other Party, nor have an obligation to convey, or continue to convey, Data, Messages or Calls of any category, unless the Parties have agreed to convey Data, Messages or Calls of that category pursuant to a Service Description. In the event that Data, Messages or Calls not expressly provided for are handed over and accepted for conveyance, the following supplementary charges will be applied: (i) where the Data, Message or Call is of a type described in a Service Description, the charges for that Service as set out in the Tariff Schedule, and (ii) where the Data, Message or Call is of a type not described in a Service Description, such amount as Digicel determine is reasonable having regard to all of the circumstances.

**8.3** Each Party shall be solely responsible for the switching and routing of all telecommunication services on its System and shall not be liable for telecommunications services provided by a Third Party Telecom Provider. Such switching and routing shall be consistent with the principles in the Joint Working Manual.

## **9 Charges and Payment**

**9.1** Each Party shall pay to the other the relevant Charges applicable to each Service as more particularly described in the Service Descriptions and tariffed in the Tariff Schedule.

**9.2** Unless agreed otherwise between the Parties, Charges payable by Digicel to the TELCO for a Service shall be the same as the Charges payable by the TELCO to Digicel for the same Service. In the event that Digicel's Charges for a Service are varied pursuant to Clause 10, the TELCO will vary its Charges for the same Service to ensure they remain the same.

**9.3** Payments shall be made in an agreed and reasonable form and will be deemed made on the date of receipt of such payments in cleared funds.

**9.4** Subject to Clause 9.6, all Charges payable under this Agreement shall be payable within thirty (30) days of deemed receipt of an invoice. In the event that either Party shall fail to pay any amount due hereunder within such thirty (30) day period, (i) the payee shall be entitled to charge and receive interest at the base lending rate of the Bank of Nova Scotia from time to time in force plus 3%, from and including the day following the due date for payment until the date of payment in full, and whether before or after any court judgement or other award, and (ii) the payee may deduct the amount it is owed from any amount it owes the other Party.

**9.5** The Parties may agree in advance in writing to make payments on a "net" basis. If one Party is owed an amount by the other Party, the first Party may deduct the amount it is owed from the amount it owes the other Party and pay only the "net" amount. The Parties agree to issue invoices showing full amounts owing by the other Party. Nothing in this agreement shall preclude a Party from requiring that payments from the other Party will no longer be accepted on a "net" basis, provided always that such Party provide the other Party with at least 30 days written notice of its requirement that future payments be made without any "net" settlement process being applied.



**9.6** In the event that either Party disputes in good faith, the specific amount of any invoice delivered by the other Party under this Agreement, the Parties shall resolve the dispute in accordance with the investigation and determination procedures set out in the Joint Working Manual. Notwithstanding any dispute as to any payment, the Parties shall remain obliged to continue to observe and perform the provisions of this Agreement including, but not limited to, continuing, subject to the provisions of Sections 23 and 24 herein, to provide Service to each other.

**9.7** Any amount in dispute shall, for the purposes of this Clause, be deemed not payable pending resolution of the dispute under Clause 9.5. Nothing in this Clause shall be taken as permitting a Party to withhold payment of an amount that is not in dispute and or alternatively that is not disputed in bona fide good faith. For the avoidance of doubt, where an invoice consists of a payment that is partly in dispute, the undisputed amount shall be paid immediately by the other Party upon notification of the dispute. Where the amount in dispute represents less than 5% of the total amount (excluding any value added or other applicable tax) the invoiced amount shall, for the purposes of this Clause 9.7, be deemed payable in full. If the amount in dispute exceeds 5% of the invoiced amount, that disputed amount shall be paid into a separate interest-bearing account pending resolution of the dispute and the Party withholding such payment is obliged to evidence to the other Party that such sum has in fact been paid into the said interest bearing account.

**9.7** Where appropriate, any value added or other applicable tax shall be added to all or any part of the Charges under this Agreement, and shall be paid by the Party responsible for making such payment.

**9.8** Digicel may, upon prior written notice, require the TELCO to pay such applicable Deposits, Guarantees or One-off Charges, whether by way of instalments or as a single sum, which Digicel in its sole discretion shall determine. Such payments shall be subject to such reasonable terms and conditions as are stipulated by Digicel.

## **10. Variation of Charges**

**10.1** Digicel may from time to time notify the Telco of changes to Charges, being Charges changed as a result of changes made by Third Party Telecoms Providers to their charges or payments. Such notice shall specify the date on which the variation is to become effective. The changes will take effect from the date set out in the notice as being the effective date, such date being at least 5 weeks from the date such notice is deemed to be received unless Digicel does not receive sufficient notice from the Third Party Telecoms Provider. To the extent that Digicel does not receive sufficient notice from the Third Party Telecoms Provider to give at least 5 weeks' notice of any changes Digicel will give as much notice as is reasonably practicable.

**10.2** For the avoidance of doubt, the Charges for new services will be agreed pursuant to Clause 18.

**10.3** In the event that the Jamaican dollar devalues or revalues against the US dollar by five percent or more in any six month period concluding during the Term of this Agreement, Digicel reserves the right to review and amend the Charges to reflect such currency devaluation or revaluation.

## **11. Billing**

**11.1** Each Party shall be responsible for invoicing its own Subscribers.

**11.2** Each Party shall be entitled to invoice the other Party for the relevant Usage Charges and Monthly Recurring Charges following the expiration of each Billing Period. Each Party shall use reasonable endeavours to deliver invoices in a timely manner in accordance with the Joint Working Manual.

**11.3** Subject to Clauses 11.2 and 11.4, each Party shall be entitled to invoice the other Party for applicable charges and any other amounts expressed as being payable in accordance with the specific provisions of this Agreement.

**11.4** Invoicing for Service shall be carried out in accordance with the relevant Service Description and all reasonable endeavours shall be used to ensure that all information necessary to produce a complete invoice for such Services is obtained in a timely manner.

**11.5** Any failure to deliver invoices in accordance with Clause 11.2, 11.3 or 11.4 shall not be deemed to be a waiver of the invoicing Party's rights in respect of payment or a breach of a material obligation of the invoicing Party.

**11.6** For the purpose of reconciling accounts, each Party shall use all reasonable endeavours to provide the other with Billing Data in respect of Calls conveyed from its System and handed over to the other Party at the Point of Connection in accordance with the Joint Working Manual.

**11.7** Notwithstanding the above, in the event that:

- a) Billing Data is temporarily or permanently unavailable; or
- b) a billing error is discovered that occurred in the previous three (3) Billing Periods;

the Parties shall follow the procedures set out in the Joint Working Manual.

**11.8** For the avoidance of doubt, nothing in this Agreement shall be interpreted or used by either Party to cite or justify a "Billing Dispute" that is based on the contention that the party raising such dispute no longer agrees with the Usage Charges stipulated as a part of this Agreement. Billing Disputes refer to and arise from actual variances or discrepancies in the information exchanged by the Parties in relation to the billing records and traffic passing between the networks.

## **12 Infrastructure Sharing**

**12.1** Except as specifically provided herein, nothing in this Agreement shall be taken as requiring a Party to share facilities or to provide co-location.

## **13 CLI**

**13.1** The Parties will pass CLI in accordance with the Joint Working Manual and any agreed code of practice for CLI from time to time in force. For the avoidance of doubt, neither Party is required to pass CLI for any Call in respect of which CLI is not available. In relation to calls that are passed without CLI, the Parties agree that such calls shall be treated as having originated internationally and shall accordingly be charged as International Calls, unless the party handing over the call is able to provide Sufficient Proof (after following the process set out in the Joint Working Manual) of the origin of such calls which substantiate that same are of domestic origin.

**13.2** No Party shall alter or amend CLI or permit or knowingly accept the alteration or amendment of CLI unless such alteration or amendment is agreed in advance in writing by both Parties. Without in any way restricting any other breaches of this Agreement being deemed to be material breaches, a breach of this Clause 13.2 shall be deemed a material breach of the Agreement.

**13.3** No Party shall knowingly engage, facilitate or participate in Bypass activities, whereby such Party presents or facilitates users of its network in presenting international originating calls as having originated domestically. Each Party acknowledges that the conduct of Bypass activities by one party (including the users of its network) to the network of the other party shall constitute a material breach of the terms of this Agreement and that the onus of disproving an allegation of Bypass shall rest on the party who has originated such traffic deemed by the other party as Bypass.

## **14 Numbering**

**14.1** Each Party shall make the necessary adjustments to its System in a prompt and timely manner to route Calls to the other Party's System in accordance with the number ranges and other numbers assigned to the other Party under the National Numbering Plan and in accordance with the Service Descriptions and the Service Schedule.

**14.2** Each Party shall use numbers in accordance with the National Numbering Plan, shall use consistent and uniform dialling patterns and shall not impose anti-competitive non-uniform dialling patterns on calls between the subscribers on the Parties' networks.

## **15 Service Performance and Standards**

**15.1** Subject to Clause 15.3, the Parties shall use all reasonable endeavours to comply with the provisions relating to quality of service set out in the Joint Working Manual and the Parameter Schedule.

**15.2** Subject to Clause 15.3, the Parties shall use all reasonable endeavours to at all times apply standards (including signalling standards) and operating guidelines which are consistent with the Joint Working Manual.

**15.3** Save as is set out in Clause 15.1 and 15.2, Digicel provides no other warranties, representations, undertakings or commitments in respect of quality of service including, but not limited to, warranties, representations, undertakings or commitments in respect of difficulties or faults which result in a failure to establish service, in-service interruption or loss of or distortion of communication, and all implied warranties are hereby excluded.

## 16 Safety and System Protection

**16.1** Each Party shall be responsible for the safe operation of its System and shall take all steps reasonably necessary or required by law to ensure that such operation and the implementation of this Agreement:

- a) comply with any specific reasonable safety and protection requirements contained in this Agreement (including, without limitation, the Joint Working Manual);
- b) do not endanger the safety or health of the officers, employees, contractors, representatives, agents, invitees or Subscribers of the other Party;
- c) do not damage, interfere with or cause any impairment to or deterioration in the operation of the other Party's System;
- d) do not interfere with the use or provision of licensed telecommunication services provided by the other Party, provided that this principle shall not preclude the taking of action by either Party in the normal operation of its System to protect its System, on condition that any such action is in compliance with the Joint Working Manual.

**16.2** In the event that it is agreed to be necessary or desirable for representatives of a Party to access the premises of the other Party, each Party shall use its reasonable endeavours to comply with all reasonable security and safety practices and procedures applicable to access to and operations on the premises of the other Party notified in advance in writing to it by the Party whose premises are being visited. Subject to the indemnified Party complying with Clause 26.8, each Party shall indemnify and keep indemnified the other against all damages, costs, claims and expenses arising out of any breach by the indemnifying Party of this Clause 16.2.

## 17 Prevention of Fraud and Bypass

**17.1** A Party shall not be obliged to convey, receive or terminate Data, Calls or Messages (i), where the volume of such Data, Calls or Messages materially exceeds that which could reasonably be expected and such traffic materially and adversely impedes the transmission of other Data, Calls or Messages, or (ii) such Data, Calls or Messages are otherwise significantly harmful to the integrity of the Party's System.

**17.2** A Party shall not be restrained from taking any reasonable actions, including not conveying, receiving or terminating Data, Calls or Messages, in the event of (i) payment not being received from a Third Party in respect of Data, Calls or Messages, or (ii) fraud being carried out against the Party, provided that the same action is taken in respect of all affected Data, Calls or Messages and the other Party is immediately provided with advance written notice of the same.

**17.3** To the extent permitted by law, the Parties will promptly upon becoming aware of fraudulent use, theft or misuse of the Parties' respective Services and associated

Telecommunications Apparatus inform the other of such circumstances immediately by phone and written notice.

**17.4** If requested, the Parties shall co-operate in the provision of information to the Authority or to other relevant regulatory bodies, in relation to fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Apparatus.

**17.5** Both Parties acknowledge the serious negative impact which Bypass poses to their respective Networks and business operations and Jamaica (through unpaid USO levies), and undertake to use their best endeavours to ensure that no Bypass occurs on either Parties Network or Systems. Further both Parties undertake to share any information on Bypass, as may be deemed reasonable and necessary, with each other and/or the OUR as appropriate.

## **18. New Services**

**18.1** Either Party may, at any time, request from the other Party an agreement to interconnect their respective Systems for the provision of any service or facility which (a) in the case of Digicel it offers to provide under its current published RIO and (b) in the case of TELCO it offers to provide or provides under an interconnection agreement with another public voice carrier.

**18.2** Following a request by the TELCO pursuant to Clause 18.1, the parties shall meet to discuss *inter alia* service forecasts, technical requirements and operational issues. When Digicel is reasonably satisfied that the TELCO's System meets the technical requirements of Digicel's then current published RIO in relation to the service or facility which TELCO has requested, Digicel shall offer to enter into an agreement to interconnect the Parties' respective Systems for the provision of the service or facility to the TELCO on the terms set out in Digicel's then current RIO. Upon acceptance of this offer by TELCO, this Agreement shall be amended by the addition of a relevant Service Description, together with a revised Service Schedule and Tariffs Schedule and, if applicable, a revised Parameter Schedule and Joint Working Manual to give effect to the new terms or, if appropriate, the Parties shall agree and enter into a new and additional interconnection agreement

**18.3** Following a request by Digicel pursuant to Clause 18.1, the TELCO shall enter into good faith negotiations with Digicel to agree terms for interconnection of the Parties' respective Systems for the provision of the service or facility by the TELCO to Digicel on fair and reasonable terms. Upon terms being agreed, this Agreement shall be amended by the addition of a relevant Service Description, together with a revised Service Schedule and Tariffs Schedule and, if applicable, a revised Parameter Schedule and Joint Working Manual to give effect to the agreed terms, or if appropriate, the Parties shall agree and enter into a new and additional interconnection agreement.

**18.4** If a Party requests from the other Party an agreement for interconnection for the provision of a service or facility which is not made available by such other Party to another public voice carrier and such agreement is one which the other Party is obliged to provide under the Act, the Parties shall enter into good faith negotiations to enter into an agreement for interconnection for the provision of such service or facility. Upon agreement between the parties on the terms for such interconnection, this Agreement may be amended by the addition of a relevant Service Description, together with a revised Service Schedule and

Tariffs Schedule and, if applicable, a revised Parameter Schedule and Joint Working Manual to give effect to the new terms or, if appropriate, the Parties shall agree and enter into a new interconnection agreement. Nothing in this clause shall require either Party to make a new service available if it is not required by the Act.

## **19. Confidentiality**

**19.1** Subject to the following provisions of this Clause 19, a Receiving Party shall keep in confidence Confidential Information and will not (and will use its best efforts to ensure that its directors, employees, agents, representatives, affiliates and professional advisers will not) disclose such information to any third party, and shall require that such persons be bound in writing with obligations equivalent to the terms contained in this Clause 19.

**19.2** A Receiving Party shall exercise no lesser security or degree of care over Confidential Information than that Party applies to its own Confidential Information and in any event such security or degree of care shall be no less than would be exercised by a reasonable person with knowledge of the confidential nature of the information.

**19.3** A Receiving Party shall restrict disclosure of Confidential Information relating to the other Party to those who have a reasonable need to know. Confidential Information shall be used solely for the purposes for which it was disclosed. Unless otherwise agreed in writing, a Receiving Party shall not use the other Party's Confidential Information to provide commercial advantage to its Customer Facing Divisions or for any other reason than the stated purpose for which it was disclosed. For the avoidance of doubt, nothing in this Agreement entitles the Receiving Party to disclose Confidential Information to its Customer Facing Divisions. Without in any way restricting any other breaches of this Agreement being classified as material breaches, and subject to clause 23.1, a breach of this clause shall be deemed a material breach of this Agreement.

**19.4** A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent having a reasonable need to know and undertaking to comply in writing with obligations equivalent to those contained in this Clause 19.

**19.5** A Receiving Party may disclose Confidential Information to an Associated Company, subject to the Associated Company having a reasonable need to know and undertaking to strictly comply with obligations equivalent to those contained in this Clause 19.

**19.6** All Confidential Information is acknowledged by the Receiving Party to be the property of the Disclosing Party and the disclosure of the Confidential Information shall not be deemed to confer any rights to that Confidential Information on the Receiving Party.

**19.7** The Disclosing Party may request in writing at any time any written Confidential Information (and/or Confidential Information in machine readable form) disclosed pursuant to the terms and conditions of this Clause 19 and any copies thereof be returned with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the Receiving Party shall comply with any such request within seven (7) Business Days of receipt of such request.



**19.8** The Parties agree that the contents and terms and conditions of this Agreement shall remain confidential between the Parties, and shall not be disclosed by either Party unless required by process of law.

**19.9** Information in respect of a Party's Subscribers which is passed to the other Party for any purpose shall not in any way be used by that other Party to the commercial advantage of the other Party and specifically not by its Customer Facing Divisions

## **20 Intellectual Property Rights (IPR)**

**20.1** Where any IPR is developed in connection with performance of this Agreement then, in the absence of any other Agreement between the Parties, the owner of the IPR shall be the Party who developed the IPR. Subject to a prior mutual agreement in writing between the Parties pertaining to developed IPR, each Party hereby grants to the other a non-exclusive, royalty free licence to use other IPR for the purposes of this Agreement and for its term subject to the other provisions in this Clause 20.

**20.2** Notwithstanding the provisions of Clause 26, Each Party ("the IP Indemnifying Party") agrees to indemnify the other Party ("the IP Indemnified Party") against all liability or loss arising from, and all reasonable costs, charges and expenses incurred in connection with, any claim, action, suit or demand alleging infringement by the IP Indemnified Party of the rights in Jamaica of a third person arising from the use by the IP Indemnified Party of IPR disclosed or licensed by the IP Indemnifying Party under this Agreement except where such IPR has been modified or used other than in accordance with this Agreement subject to the IP Indemnified Party complying with Clause 26.8.

**20.3** If a Party becomes aware of an infringement or threatened infringement of IPR belonging to the other Party ("the IP Owner") disclosed or licensed by the IP Owner under this Agreement, then that Party shall use reasonable endeavours to notify the IP Owner in writing of all the relevant details relating to the infringement, or threatened infringement.

**20.4** The IP Owner may take such steps and proceedings as it considers necessary or desirable to protect its rights in respect of the IPR, and any rights of the other Party in the IPR, and the other Party must render all reasonable assistance to the IP Owner in this regard at the IP Owner's expense.

**20.5** If a Party ("the Infringing Party") licenses or otherwise provides IPR to the other Party for the purposes of this Agreement and that IPR infringes the rights of a third party, then the Infringing Party must:

- a) at its own expense take such steps as are necessary to cure the infringement, or
- b) if a) is unreasonable having regard to the likely costs and other relevant matters, provide alternative technology as soon as reasonably practicable.

**20.6** The Parties acknowledge that this Clause sets out the only remedies and forms for compensation available in respect of any infringement of third party rights by IPR licensed for the purpose of this Agreement.

**20.7** A Party shall not use a trademark or service mark belonging to another Party without the prior written consent of that other Party.

## **21 Authorised Representatives**

**21.1** Each Party shall appoint the representatives referred to in the Joint Working Manual to be responsible for the matters indicated in the Joint Working Manual. Each Party shall notify the other of the identity of the representative(s) in writing no later than five (5) Business Days following signature of this Agreement.

**21.2** Except as otherwise provided herein, all correspondence, meetings and other communications (including notification of matters in dispute) pertaining to issues pertaining to their responsibilities shall be directed to and conducted by and through those representative(s). The representative(s) shall keep an appropriate record of all communication with their counterpart(s).

**21.3** Each Party is entitled to change the representative(s) by advance notice in writing to the other Party.

## **22 Review and Amendment**

**22.1** Without prejudice to the provisions of Clause 10, either Party may amend this Agreement by serving on the other a review notice if:

- a) a material change occurs in the laws, regulations, or policy governing telecommunications which affects Jamaica (including, without limitation, licence changes, Authority determinations, and court decisions that necessitate the amendment of this Agreement);
- b) a material change occurs or a requirement arises which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement;
- c) a revised RIO is published by Digicel and is approved in whole or in part by the OUR; or
- d) both Parties agree in writing that there should be a review.

**22.2** A review notice shall set out in reasonable detail the events giving rise to the review required by the notice and the nature of the amendments sought by the Party serving the notice.

**22.3** With the exception of reviews arising under Clause 22.1(d), a Party must serve a review notice within three (3) months of the event giving rise to the review. On service of a review notice, the Parties shall forthwith negotiate the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.

**22.4** If, after a period of sixty (60) days from commencement of such review, the Parties fail to reach Agreement, the Parties shall resolve the dispute through the processes outlined in Clauses 34 of this Agreement.



**22.5** For the avoidance of doubt, the Parties agree, that the terms and conditions for this Agreement shall remain in full force and effect during such review until the Parties complete an agreement replacing or amending this Agreement or until such time as this Agreement is terminated in accordance with its terms.

### **23 Suspension and Termination**

**23.1** Either Party may suspend or terminate this Agreement or the provision of any Service or Services in the following situations on the following terms. References to “suspension” and “termination” not only include suspension or termination of this Agreement, but also a specific Service.

- a) Either Party may suspend where suspension is necessary to deal with a material degradation of either Party’s telecommunications network or services with advance written notice of two (2) days to the other Party.
- b) Either Party may suspend or terminate where the other Party fails to pay any undisputed invoice or any undisputed portion of an invoice when due and has failed to remedy such non-payment within thirty (30) days of receipt of written notice from the billing Party that the Agreement will be suspended or terminated for non-payment;
- c) Either Party may suspend where the other Party is engaged in acts or omissions which impair the integrity or security of the Party’s network or services, and may suspend on five **(5) days’ advance written notice** where the other Party is engaged in acts or omissions which will impair the integrity or security of the Party’s network or services and has failed to take reasonable steps during that period to ensure that such impairment does not result;
- d) Either Party may terminate this Agreement where Services have been suspended under the terms of Clause 23.1(c) above for at least thirty (30) days, and the suspended Party fails to remedy the acts or omissions giving rise to the suspension **within thirty (30) days of written** notice under Clause 23.1(c) being given;
- e) Either Party may, suspend or terminate where the other Party is in breach of any material obligation contained in this Agreement and where the other Party fails to remedy such breach within thirty (30) days of notice being given;
- f) Either Party may suspend or terminate where the other Party knowingly engages or facilitates conduct which is harmful to the Party, and which is unlawful or interferes with the obligations of the Party under its Licences, the Act or Regulations (including without limitation Bypass or fraud), if the conduct does not cease within fifteen (15) days of written notice being given;
- g) Either Party may immediately following written notice suspend where the other Party engages in conduct that would endanger life or safety, or damage the property of the Party, and may terminate if such conduct is not ceased within **two (2) days** of written notice being given;

- h)** Either Party may suspend or terminate upon giving thirty (30) days advance written notice if either Party's Telecommunications Network Licence and/or Telecommunications Services Licence and/or relevant Spectrum Licence necessary to entitle the Party to interconnection or to enable the Party to carry out its obligations at any time expires or is revoked by the Minister in the case of a Licence or by the Minister or the Authority, as the case may be, in respect of a Spectrum Licence and is not immediately replaced or re-issued, provided however that the party shall not suspend or terminate where the other party provides evidence in writing from the relevant authority that the relevant licence or frequency authorisation will be replaced or renewed on the same or substantially similar terms;
- i)** Either Party may suspend or terminate upon giving two (2) days advance written notice if the other Party ceases to carry on business, enters into liquidation (other than for the purpose of merger or reconstruction where the emergent company assumes its obligations hereunder) or is dissolved or becomes bankrupt or insolvent or takes or suffers any similar action in consequence of debt;
- j)** Either Party may upon giving ninety (90) days advance written notice suspend or terminate a Service if circumstances arise whereby it is no longer technically feasible for that Party to provide that Service, provided however, that in the unlikely event that it is no longer technically feasible to provide any Service the Party shall be entitled to suspend or terminate this Agreement upon giving thirty (30) days advance written notice; or
- k)** Either Party may terminate with the agreement of the Other Party, on reasonable notice as agreed by the Parties.

**23.2** In each case where Service is suspended pursuant to Clauses 23.1, it promptly shall be restored once the circumstances warranting suspension have ceased to apply. Exercise of a right to suspend under Clause 23.1 shall not prejudice the suspending Party's right to exercise any other existing right to terminate pursuant to clause 23.1. Except in the case of force majeure, the Party whose Service is suspended shall remain liable for any Charges in respect of the suspended Service throughout the period of suspension and thereafter.

**23.3** Notwithstanding Clause 23.1, neither Party may terminate this Agreement during the pendency of dispute resolution proceedings under Clause 34 in respect of any Service unless authorised to do so by the Authority, a dispute resolution settlement or a court of law.

**23.4** In the event that Telco fails to keep in place a valid guarantee or security deposit as required pursuant to Clause 40, Digicel reserves the right to terminate this Agreement immediately upon giving written notice to Telco.

## **24 Effects of Termination**

**24.1** Termination or expiry of this Agreement shall be without prejudice to the rights and obligations of the Parties accruing prior to such termination and such termination shall not affect the continuance in force of any provision of this Agreement which is expressly or by

implication intended to continue in force (including but not limited to Clauses 1, 9, 11, 19, 20, 24 and 26).

**24.2** Termination or expiry of this Agreement shall not operate as a waiver of any breach by a Party of this Agreement and shall be without prejudice to any rights, liabilities or obligations of either Party, which have accrued up to the date of termination.

## **25 Force Majeure**

**25.1** Neither Party shall be liable to the other for any delay or failure to perform or observe any provision of this Agreement by reason of Force Majeure if the Party experiencing the Force Majeure circumstance makes commercially reasonable efforts to remove or overcome the effects of such circumstance. A Party shall be relieved of its obligations under this Agreement by reason of Force Majeure only for the period of time during which the Force Majeure circumstance applies.

**25.2** The Party affected by any Force Majeure shall use reasonable efforts to promptly notify the other of the estimated extent and duration of its inability to perform its obligations under this Agreement. Upon cessation of the delay or failure resulting from Force Majeure, the Party affected shall as soon as reasonably practicable notify the other of such cessation.

**25.3** If, as a result of Force Majeure, performance by either Party of its obligations under this Agreement is only partially affected, that Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

**25.4** If the Force Majeure lasts for six months or less from the date of any notification under Clause 25.2, any obligation outstanding shall be fulfilled by the Party affected as soon as possible after cessation of the Force Majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

**25.5** If the Force Majeure lasts for more than six months from the date of any such notification and notice of cessation has not been given and such Force Majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) days written notice to the other after expiry of such six month period, unless notice of cessation of the Force Majeure is received by the unaffected Party prior to the expiry of such thirty (30) days notice. If this Agreement is not so terminated under the provisions of this Clause 25.5, any obligations outstanding shall be fulfilled by the Party affected by the Force Majeure as soon as possible after the Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## **26 Liability**

**26.1** Neither Party excludes or restricts its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents while acting in the course of their employment or agency.

**26.2** In the performance of its obligations under this Agreement, each Party shall exercise all the reasonable care and skill of a competent operator.

**26.3** Subject to sub clauses 20.2 and 26.1, the liability of each Party to the other in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall be limited, to the extent permitted by law, to one million United States Dollars (US\$1.0 million) for any one incident or series of events arising from a single incident and to one and one-half million United States Dollars (**US\$1.5 million**) for all incidents or series of events occurring within any twelve month period. Such limitation shall not apply to the obligations of either Party to make payments to the other in the ordinary course of business.

**26.4** Subject to sub clauses 20.2 and 26.1, neither Party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for indirect or consequential loss or damage. For these purposes, the expression “indirect or consequential loss or damage” shall include but not be limited to loss of revenue, profit, anticipated savings or business.

**26.5** Notwithstanding the provisions of this Clause 26 nothing in this Agreement shall exclude or limit the liability of one Party to the other arising out of that Party’s fraud or fraudulent misrepresentation, wilful act or wilful omission.

**26.6** Save as provided by the express terms of this Agreement and subject to sub clause 20.2 and 26.1, neither Party (for the purposes of this clause, the “First Party”) shall be liable to the other Party for any losses, demands, damages or liabilities arising from any claims, proceedings or actions brought or made against that other Party by any person pursuant to a contractual or other relationship of that person with that other Party.

**26.7** Subject to Clause 26.8, each Party (“the Indemnifying Party”) shall indemnify the other (“the Indemnified Party”) against all liability or loss arising directly from, and any reasonable cost, charge or expense incurred in connection with:

- a) damage to or loss of any Telecommunications Apparatus or other property of the Indemnified Party caused by the negligence or wilful acts or omissions of the Indemnifying Party or its employees, directors, representatives or agents arising out of or in connection with this Agreement; and
- b) any action, claim, suit or demand by any person against the Indemnified Party in respect of or arising out of any negligence of the Indemnifying Party in the course of providing services to the Indemnified Party.

**26.8** If any action, claim, suit or demand (“Claim”) is made by any person against the Indemnified Party which, if satisfied or paid by the Indemnified Party, would result in liability by the Indemnifying Party under the indemnity set out in Clause 26.7 or other Clauses of this Agreement:

- a) the Indemnified Party must give written notice of the Claim to the Indemnifying Party as soon as practicable after the making of the Claim; and
- b) within thirty (30) days after receipt of that notice, the Indemnifying Party must:

- i) cause the Indemnified Party to be put in sufficient funds to satisfy or pay the Claim; or
  - ii) give notice to the Indemnified Party directing it to take such action (including legal proceedings) in respect of the Claim as notified at the Indemnifying Party's expense; and
- c) the Indemnifying Party must cause the Indemnified Party to be put, and therefore maintained, in sufficient advanced funds in sufficient time to pay all reasonable costs and expenses of any action or settlement directed by the Indemnifying Party under Clauses 26.8(b) and 26.8(d) and
- d) the Indemnified Party:
- i) must take such action as the Indemnifying Party reasonably directs to avoid, dispute, defend, appeal, settle or compromise ("Deal With") the Claim and any adjudication thereof, provided indemnifying Party has advanced sufficient funds to sustain the action or defense or deposited same in escrow for this purpose; and
  - ii) must not Deal With the Claims except as directed by the Indemnifying Party.

## **27. Relationship of the Parties**

**27.1** In giving effect to this Agreement, the relationship of the Parties to each other shall be that of independent contractors. Nothing in this Agreement shall be construed as or shall constitute the relationship of the Parties as an agency, partnership, franchise, employment, joint venture or other joint venture relationship between the Parties.

**27.2** No Party shall have the right to enter into contracts or pledge the credit of or assume or incur expenses or liabilities or any obligation of any kind (including but not limited to the making of any representation or warranty), express or implied, on behalf of the other Party unless otherwise expressly permitted by such other Party in writing.

**27.3** The only Parties to this Agreement are TELCO and Digicel.

**27.4** This Agreement confers benefits and imposes burdens only upon the Parties to this Agreement and does not confer any benefit of any kind whatsoever or impose any burden of any kind whatsoever upon any person or entity who is not a Party.

**27.5** Subject to any express provision of this Agreement to the contrary, this Agreement does not provide any person or entity who is not a Party with any remedy, defence, claim, action, claim of action or other right of any kind, or impose any liability upon such person that that person did not have before this Agreement commenced.

## **28. Representations of the Parties**

**28.1** Each Party represents that to the best of its knowledge and belief that it is now and will remain in all material aspects in compliance with all laws, regulations, and orders applicable to its performance of its obligations under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental or regulatory action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

**28.2** Each Party represents and warrants to the other that it:

- a) is a limited liability company duly incorporated or continued and validly existing under the laws of Jamaica and has all necessary corporate power and capacity to own its properties and carry on its business in Jamaica as presently carried on and is duly licensed, registered or qualified under the relevant company or corporate legislation in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable;
- b) has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations in accordance with their terms subject to necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorised by all necessary corporate action on its part; and
- c) is duly qualified to act as a Telecommunications Network and Services Licensee under the Act and shall hold all necessary valid concessions, licences or permits as deemed or granted under the Act to establish and operate telecommunications networks, and to provide the Services as specified in this Agreement.

## **29 Severability**

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

**29.2** If further lawful performance of this Agreement or any part hereof shall be rendered impossible by the final judgement or final order of any court of competent jurisdiction, Authority or governmental agency or similar authority having jurisdiction over either Party, the Parties undertake that they will exert their best efforts to agree on an amendment or amendments to this Agreement or on modifications of their practices hereunder in such manner as will fully comply with such judgement or Order and render further performance lawful.

**29.3** The enforceability of all rights or obligations of the Parties under this Agreement or the portion thereof judged invalid, illegal or otherwise unenforceable by such judgement or Order, shall be suspended as from the date thereof pending the outcome of negotiations between the Parties as aforesaid though without prejudice to all or any accrued rights of the Parties in respect of the past performance or observance thereof.



### **30 No Waiver**

**30.1** Failure or delay by either Party at any time to enforce any of the provisions of this Agreement shall not be construed by the other as a waiver of any such provision nor in any way affect the validity of this Agreement or any part thereof.

**30.2** Subject to Clause 22.4, no variation, modification or waiver of any provisions of this Agreement shall in any event be of any force or effect, unless the same is in writing signed by each of the Parties hereto.

**30.3** No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of such Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any right, power or remedy available to such Party and each such right, power or remedy shall be cumulative.

### **31 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and representations between the Parties, whether oral or written, as it relates to interconnection.

### **32. Assignment**

**32.1** Neither Party may assign the whole or any part of this Agreement or its rights or obligations hereunder other than with the prior consent in writing of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, neither Party shall require the consent of the other Party to assign the whole or any part of this Agreement or its rights or obligations hereunder to a subsidiary, parent or Associated Company.

**32.2** A Party may only perform an assignment under this Clause 32 if:

- a) the assignee is granted all applicable Telecommunications Network Licences and Spectrum Licences by the Minister with respect to the ownership and operation of all or part of the Telecommunications Apparatus of the assigning Party and the provision of all or part of the telecommunications services of the assigning Party;
- b) in cases where the assignee is an Associated Company of the assigning Party and ceases to be a Associated Company, the assigning Party shall give prior notification of that fact to the other Party hereto and shall procure that prior to such cessation such assignee reassigns such rights and obligations to it; and
- c) the assigning Party shall procure that the assignee enters into an agreement with the other Party whereby the assignee agrees to observe all of the terms and conditions of this Agreement and, if required by the other Party, the assigning Party shall join in such agreement to guarantee the performance of it by the assignee.

**32.3** Either Party may subcontract for the provision of its services or obligations under this Agreement, provided that, in such case, it will not be relieved of its obligations as specified in this Agreement.

### **33. Notices**

**33.1** Any notice which may be given by either Party under this Agreement shall be deemed to have been duly given if left at or sent by registered mail, courier or facsimile transmission (confirming the same by courier) or by electronic mail scanned in PDF file, to an address to which notices, invoices or other documents may be sent under Clause 33.3 below, or, if no such notification is given, its principal place of business as set out herein.

**33.2** Any such notice shall be deemed to have been made to the other Party on the day on which such communication ought to have been received in due course by registered mail, facsimile transmission, or sent in scanned PDF file via electronic mail. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first stored in the receiving Party's electronic mailbox.

**33.3** All notices under this Agreement shall be sent:

To Digicel -

Digicel (Jamaica) Limited  
10-16 Grenada Way,  
Kingston 5, Jamaica, West Indies  
Attention: CEO

With scanned PDF file copy sent via electronic mail to:

Legal & Regulatory Manager Jamaica

To TELCO

\_\_\_\_\_  
\_\_\_\_\_

ATTN: [INSERT NAME]

<insert email >

With scanned PDF file copy sent via electronic mail to:

[INSERT NAME]



<insert email>

### **34. Dispute Resolution**

**34.1** Subject to Paragraphs 2.2.6, 2.4.7, 2.6.5, and 3.3 of the Joint Working Manual, all disputes in connection with the Agreement not settled under other terms of this Agreement shall, at the request of either Party, be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.

**34.2** The place of arbitration shall be Jamaica or such other place as shall be agreed by the Parties and the proceedings shall be conducted in the English language.

**34.3** The award shall be final and binding on the Parties.

**34.4** The Arbitrator shall be authorised to determine any dispute between the Parties including, but not limited to, the construction, interpretation or application of this Agreement. In reaching a decision, the Arbitrator shall take into account the commercial relationship between the Parties the contentions of the Parties, previous dealings between the Parties and any other factors which may be relevant.

**34.5** Nothing herein shall prevent a Party from:

**34.5.1** Using other dispute resolution procedures agreed to by the Parties in writing;

**34.5.1** Seeking (including obtaining or implementing) interim relief. Notwithstanding any application for interim relief, the Parties shall resolve the substantive issue in dispute in accordance with this Clause 34;

**34.6** For greater certainty, this process shall not apply to the resolution of faults pursuant to Paragraph 2.3.7 of the Joint Working Manual.

### **36. Insurance Provisions**

**36.1** Each Party will ensure it has in place, throughout the term of the Agreement, insurance with a reputable insurer sufficient to cover its liabilities under this Agreement and as required by law.

**36.2** At a Party's request, the other Party shall provide to the first Party documentation evidencing coverage of the risks referred to in Clause 36.1 above.

### **37. Governing law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Jamaica.

**38. Counterparts**

This Agreement may be executed in counterparts, all of which shall constitute one agreement, and each such counterpart shall be deemed to have been made, executed and delivered on the date set out at the head of this Agreement, without regard to the dates or times when such counterparts may actually have been made, executed or delivered.

**40. Guarantee and Security Deposit**

- 40.1** TELCO has been required to provide Digicel with a bank guarantee, in a form and from a bank licenced in Jamaica and approved by Digicel, such approval not to be unreasonably withheld. The provision of any and all Services by Digicel to TELCO pursuant to this Agreement, and Digicel's compliance with the terms of this Agreement are conditional upon TELCO keeping in place such guarantee which provides, at a minimum, a financial guarantee for the payment of the maximum Early Termination Charges payable by the TELCO to Digicel (pursuant to Part 1 of the Tariff Schedule) in the event of early termination of this Agreement. In the event that TELCO does not keep such valid guarantee in place continuously for a period of five years from the date of this Agreement, Digicel may terminate this Agreement pursuant to Clause 23.1.
- 40.2** In addition to the guarantee required pursuant to Clause 40.1, Digicel may require the TELCO to provide a security deposit by the Ready for Service date of the first Joining Service provided pursuant to this Agreement (the "Deposit"). The amount of such Deposit shall not exceed the sum of six months Usage Charges for all Services forecast to be used by the TELCO in the Forecast agreed pursuant to the Joint Working Manual. Any Deposit provided under this Clause shall be returned to the TELCO, less outstanding Charges on termination of the Agreement
- 40.3** In the event that TELCO's Services usage during the first seven days of a Billing Period reasonably indicates to Digicel that the Usage Charges which will be payable by TELCO to Digicel at the end of such Billing Period shall exceed the Deposit, Digicel may request that TELCO, and TELCO shall, within 5 days of request from Digicel, increase the Deposit. The increased Deposit shall be a sum which covers the projected Usage Charges for the Billing Period based on the Services usage during the first seven days of that Billing Period.

(SIGNATURE PAGE FOLLOWS)

Signed as an Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed for and on behalf of Digicel (Jamaica) Limited

By: \_\_\_\_\_

Signed for and on behalf of TELCO

By: \_\_\_\_\_