

Service Descriptions

TABLE OF CONTENTS

PART 1. JOINING SERVICES.....

1 Footway Joining Service.....3

2 Non-Footway Joining Service.....7

PART 2. TERMINATION SERVICES.....

3 PLMN Terminating Access Service.....11

4 Incoming International Call Termination to PLMN Service.....14

PART 3. TRANSIT SERVICES.....

5 PLMN Transit Service.....18

PART 1. JOINING SERVICES

1 Footway Box Joining Service

1.1 Description

- 1.1.1 The Footway Box Joining Service will be provided by the Service Supplier and the Service Taker, in accordance with the terms and conditions of this Agreement.
- 1.1.2 There are two variations of the Footway Box Joining Service namely:
- (a) one Telco ISL to one Digicel ISL pair (“Option A”); or
 - (b) one Telco ISL to one half of a Digicel ISL pair; and one Telco ISL to the other half of a Digicel ISL pair (“Option B”)
- 1.1.3 In the case of Option A, the Service will comprise:
- a) one Optical Fibre run from the Telco ISL to one half of the Digicel ISL pair (referred to as route-1); and
 - b) one Optical Fibre run from the same Telco ISL to the second half of the Digicel ISL pair (referred to as route-2)
- provided always that in each case the Telco ISL and the Digicel ISL pair must be within the same Interconnect Access Area.
- 1.1.4 In the case of Option B, the Service will comprise:
- a) one Optical Fibre run from one Telco ISL to one half of the Digicel ISL pair (referred to as route-1); and
 - b) one Optical Fibre run from the other Telco ISL to the second half of the Digicel ISL pair (referred to as route-2)
- provided always that in each case the Telco ISLs and the Digicel ISL pair must be within the same Interconnect Access Area.
- 1.1.5 A Carrier System comprises a Service Taker CTU, the matching Service Supplier CTU for the relevant route, and the point to point Optical Fibre.
- 1.1.6 In the case of Option A, Digicel will have two discrete CTUs; one located in each half of the ISL pair. The Telco may have two discrete CTUs or a single rack containing a consolidated CTU with the necessary optical line equipment for the two sets of fibres plus shared power, racking and other relevant equipment and facilities. Each configuration will have the same functionality and references in this Service Description to Telco CTUs include references to the consolidated Circuit Termination Unit configuration.
- 1.1.7 In the case of Option B, Digicel will have two discrete CTUs, one located in each half of the ISL pair. The Telco will have two discrete CTUs, one at each ISL.
- 1.1.8 The Service Supplier of the Footway Box Joining Service will be Digicel. Service Supplier will be responsible for providing a Footway Box or Footway Boxes adjacent to the Service Suppliers ISL premises. It is the Service Takers responsibility to get to the Footway box from its ISL. The Footway Box will comply with the specification referred to in the technical specifications of the Joint Working Manual.
- 1.1.9 The Carrier System more particularly described in the Joint Working Manual will provide T1 (DS-1) 1.544 Mbps Network Links for Services contained within the Service Schedule in accordance with the configuration described in Paragraph 1.4 of

this Service Description.

1.2.1 Without prejudice to the rights and obligations described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 1.2 of this Service Description.

1.2.2 In accordance with Clause 3 of the Legal Framework, the Service Supplier will be responsible for planning, providing, operating and maintaining the Footway Box Joining Service up to the Footway Box(es) located adjacent to the Service Suppliers ISL(s) and the Footway Box(es) shall be the Point(s) of Connection for the purposes of this Agreement. Service Taker will be responsible for pulling the Optical Fibres from the Footway Box(es) to the Service Taker CTUs in the Service Taker ISL(s). Service Taker is responsible for connecting the Optical Fibres to the Service Taker CTUs and connecting the latter to the Service Taker System.

1.2.3 In accordance with Clause 16 of the Legal Framework, Service Taker will ensure that all equipment connected to the Service Taker CTU meets the safety standards and other equipment approval requirements set out in the Joint Working Manual.

1.2.4 The CTUs shall conform to the standards set out in and other applicable provisions of the Joint Working Manual.

1.2.5 Notwithstanding Paragraph 1.2.2 of this Service Description, the Service Supplier will be responsible for monitoring the quality of service, managing and providing management information about the Footway Box Joining Service from the Service Supplier CTUs up to but excluding the corresponding Service Taker CTUs and Service Taker will be responsible for monitoring the quality of service, managing and providing management information for the Service Taker CTU in accordance with the Joint Working Manual and Parameter Schedule. For the avoidance of doubt, this does not include the provision of access to the Service Supplier's or Service Taker's management systems and does not extend or limit the responsibility for planning, providing, operating and maintaining the service referred to in Paragraph 1.2.2 of this Service Description.

1.2.6 Each Party will be responsible for agreeing an Order Plan for the T1 (DS-1) Network Links within the Footway Box Joining Service based on the Final Forecast and for provisioning and testing those Network Links in accordance with the Joint Working Manual both at the commencement of this Agreement and on an ongoing basis. For the avoidance of doubt, the new Joining Service will need to be added to the Service Schedule if an agreed Order Plan requires a new Carrier System or new Joining Service to be installed.

1.2.7 Where a 1.544 Mbit/s Network Link includes one or more optional 56 Kbit/s Signalling Links, the Service Supplier is responsible for extending each Signalling Link from the Service Supplier CTU to the Service Supplier Signalling Transfer Point and Service Taker is responsible for extending each 56 Kbit/s Signalling Link from the Service Taker CTU to the Service Taker Signalling Transfer Point.

1.3 Quality of Service

1.3.1 In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Footway Box Joining Service 24 hours/day, every day to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.

1.3.2 Quality of Service levels and Fault Restoration Times for the Footway Box Joining

Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule and Service Supplier and Service Taker will periodically review the achieved Quality of Service levels in accordance with the Joint Working Manual.

1.4 Configuration

1.4.1 The Footway Box Joining Service will be available at the Service Supplier ISL(s) and Service Taker ISL(s) specified in the Service Schedule.

1.4.2 The Footway Box Joining Service comprises:

- i) two Service Supplier CTUs;
- ii) two Service Taker CTUs; and
- iii) zero, one or more Service Supplier 56 kbit/s Network Signalling Links subject to there being a minimum of two such links in total in place between the Service Supplier System and the Service Taker System.

1.4.3 An OC-3 155.52 Mbit/s Carrier System is capable of supporting 84 x T1 (DS-1) 1.544 Mbps Network Links.

1.4.4 For the avoidance of doubt, not all of the T1 Network Links in the Carrier System need to be commissioned initially and it will not be necessary to order the full capacity. The number of T1 Network Links that are required from time to time will be dependent on the Final Forecast and resulting Order Plan for the relevant Quarter. Any minimum number of Network Links which need to be commissioned in a relevant Carrier System is specified in the Service Schedule. Where this figure is absent, the default minimum number of Network Links per Carrier System equals the Carrier System capacity. The configuration of the connections described above is for resilience and load sharing purposes and no other connections are permissible. The transmission circuits will be geographically separated in accordance with the specification for diversity set out in the Joint Working Manual.

1.5 Charges

1.5.1 The tariffs for the aggregate Charges for the initial implementation of the Footway Box Joining Service, together with amendments to it from time to time are specified in the Tariffs Schedule.

1.5.2 The Charges for the Footway Box Joining Service are payable pursuant to Clause 9 of the Legal Framework and Paragraph 1.5.4 and 1.5.5 of this Service Description, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable One-off and Monthly Recurring Charges.

1.5.3 One-off Charges may include applicable installation and testing charges for Services in connection with the implementation of an Order Plan from time to time.

1.5.4 Charges for the Footway Box Joining Service (other than One-off Charges for installation and testing) will be borne by the Service Taker, as set out in the Tariff Schedule.

1.5.5 If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the

avoidance of doubt, this does not include Roaming Messages and SMS messages.

- 1.5.6 For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable by either Party as a result of inaccurate forecasts and delays to provisioning and testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual.

1.6 Billing

- 1.6.1 In accordance with Clause 11.4 of the Legal Framework, the billing arrangements set out below will apply to the Footway Box Joining Service.
- 1.6.2 Subject to Paragraph 1.6.3 of this Service Description, for Charges for the Footway Box Joining Service (other than One-off Charges for installation and testing), the Service Supplier will invoice the Service Taker for the Service Taker's share of the Service Supplier's Charges.
- 1.6.3 For One-off Charges for installation and testing, the Service Supplier of the relevant Termination Service, Special Access Service or Transit Service shall be entitled to invoice the Service Taker of the relevant Termination Service or Transit Service.

-End of Service Description –

2.1 Description

- 2.1.1 The Non-Footway Box Joining Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement. The Service Supplier for the Non-Footway Box Joining Service will be Digicel.
- 2.1.2 There are two variations of the Non-Footway Box Joining Service namely:
- (a) one Telco ISL to one Digicel ISL pair (“Option A”); or
 - (b) one Telco ISL to one half of a Digicel ISL pair; and one Telco ISL to the other half of a Digicel ISL pair (“Option B”)
- provided always that in each case the Telco ISLs and the Digicel ISL pair must be within the same Interconnect Access Area
- 2.1.3 In the case of Option A, the service will comprise:
- (a) one Optical Fibre run from the Telco ISL to one half of the Digicel ISL pair (referred to as route-1); and
 - (b) one Optical Fibre run from the same Telco ISL to the second half of the Digicel ISL pair (referred to as route-2).
- provided always that in each case the Telco ISL and the Digicel ISL pair must be within the same Interconnect Access Area.
- 2.1.4 In the case of Option B, the service will comprise:
- (a) one Optical Fibre run from one Telco ISL to one half of the Digicel ISL pair (referred to as route-1); and
 - (b) one Optical Fibre run from the other Telco ISL to the second half of the Digicel ISL pair (referred to as route-2)
- provided always that in each case the Telco ISLs and the Digicel ISL must be within the same Interconnect Access Area.
- 2.1.5 A Carrier System comprises a CTU on the Service Taker’s ISL premises, the matching Service Supplier CTU for the relevant route, and the point to point Optical Fibre.
- 2.1.6 In the case of Option A, Digicel will have two discrete CTUs; one located in each half of the Digicel ISL pair. There may be two discrete CTUs on the Service Taker’s premises or a single rack containing a consolidated CTU with the necessary optical line equipment for the two sets of fibres plus shared power, racking and other relevant equipment and facilities. Each configuration will have the same functionality and references in this Service Description to CTUs on the Telco’s premises include a reference to the consolidated CTU configuration.
- 2.1.7 In the case of Option B, Digicel will have two discrete CTUs, one located in each half of the Digicel ISL pair. There will be two discrete CTUs on the Telco’s premises, one at each ISL.
- 2.1.8 The Carrier System more particularly described in the technical specifications chapter of the Joint Working Manual will provide T1 (DS-1) 1.544 Mbps Network Links for Services contained within the Service Schedule in accordance with the configuration described in Paragraph 2.4 of this Service Description.

2.2 Responsibilities

- 2.2.1 Without prejudice to the rights and obligations described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 2.2 of

this Service Description.

- 2.2.2 In accordance with Clause 3 of the Legal Framework, the Service Taker will be responsible for planning, and installing the Non-Footway Box Joining Service up to the CTU Patch Panel Frame located on the Service Suppliers CTU in the Service Supplier's premises and subsequently for operating and maintaining the Non-Footway Box Joining Service up to Point of Connection and the Point of Connection shall be the terminated Optical Fibre at the Service Supplier's premises.
- 2.2.3 In accordance with Clause 16 of the Legal Framework, Service Taker will ensure that all equipment to be connected to the CTUs on the Service Taker's premises meets the safety standards and other equipment approval requirements set out in the Joint Working Manual.
- 2.2.4 The CTUs shall conform to the standards set out in and other applicable provisions of the Joint Working Manual.
- 2.2.5 Notwithstanding Paragraph 2.2.2 of this Service Description, the Service Supplier will be responsible for monitoring the quality of service, managing and providing management information about the Non-Footway Box Joining Service from the Service Supplier CTUs up to but excluding the corresponding CTUs in the Service Taker's premises and Service Taker will be responsible for monitoring the quality of service, managing and providing management information for the CTUs in the Service Taker's premises in accordance with the Joint Working Manual and Parameter Schedule. For the avoidance of doubt, this does not include the provision of access to the Service Supplier's or Service Taker's management systems and does not extend or limit the responsibility for planning, providing, operating and maintaining the service referred to above.
- 2.2.6 Each Party will be responsible for agreeing an Order Plan for the T1 (DS-1) Network Links within the Non-Footway Box Joining Service based on the Final Forecast and for provisioning and testing those Network Links in accordance with the Joint Working Manual both at the commencement of this Agreement and on an on-going basis. For the avoidance of doubt, the new Joining Service will need to be added to the Service Schedule if an agreed Order Plan requires a new Carrier System or a new Joining Service to be installed.
- 2.2.7 Where a 1.544 Mbit/s Network Link includes one or more optional 56 Kbit/s Signalling Links, the Service Supplier is responsible for extending each Signalling Link from the Service Supplier CTU to the Service Supplier Signalling Transfer Point and Service Taker is responsible for extending each 56kbit/s Signalling Link from the Service Taker CTU to the Service Taker Signalling Transfer Point.

2.3 Quality of Service

- 2.3.1 In accordance with Clause 15 Framework, Service Supplier will provide the Non Footway Box Joining Service 24 hours/day, every day to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 2.3.2 Quality of Service levels and Fault Restoration Times for the Non Footway Box Joining Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule and Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.

2.4 Configuration

- 2.4.1 The Non-Footway Box Joining Service will be available at the Service Supplier ISL(s) and Service Taker ISL(s) specified in the Service Schedule.
- 2.4.2 The Non-Footway Box Joining Service comprises:
- i) two Service Supplier CTUs;
 - ii) two CTUs in Service Taker's premises; and
 - iii) zero, one or more Service Supplier 56 kbit/s Network Signalling Links subject to there being a minimum of two such links in total in place between the Service Supplier System and Service Taker System.
- 2.4.3 An OC-3 155.52 Mbit/s Carrier System is capable of supporting 84 x T1 (DS-1) 1.544 Mbps Network Links.
- 2.4.4 For the avoidance of doubt, not all of the T1 Network Links in the Carrier System need to be commissioned initially and it will not be necessary to order the full capacity. The number of T1 Network Links that are required from time to time will be dependent on the Final Forecast and the resulting Order Plan for the relevant Quarter. Any minimum number of Network Links which need to be commissioned in a Carrier System is specified in the Service Schedule. Where this figure is absent, the default minimum number of Network Links per Carrier System equals the Carrier System capacity. The configuration of the connections described above is for resilience and load sharing purposes and no other connections are permissible. The transmission circuits will be geographically separated in accordance with the specification for diversity set out in the Joint Working Manual.

2.5 Charges

- 2.5.1 The tariffs for the Charges for the Non-Footway Box Joining Service are specified in the Tariff Schedule.
- 2.5.2 The Charges for the Non-Footway Box Joining Service are payable in accordance with Clause 9 of the Legal Framework and Paragraphs 2.5.4 and 2.5.5 of this Service Description, can be varied in accordance with Clause 10 of the Legal Framework, and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable One-off Charges and Monthly Recurring Charges.
- 2.5.3 One-off Charges may include applicable installation and testing charges.
- 2.5.4 Charges for the Non-Footway Box Joining Service (other than One-off Charges for installation and testing) will be borne completely by the Service Taker as set out in the Tariff Schedule.
- 2.5.5 If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all Charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages or SMS messages.
- 2.5.6 For the avoidance of doubt, the Tariffs Schedule does not include any sums that may be payable by either Party as a result of inaccurate forecasts and delays to provisioning and testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual.

2.6 Billing

- 2.6.1 In accordance with Clause 11.4 of the Legal Framework, the billing arrangements set out below will apply to the Non-Footway Box Joining Service.
- 2.6.2 Subject to Paragraph 2.6.3 of this Service Description, for Charges for the Non-Footway Box Joining Service (other than One-off Charges for installation and testing), the Service Supplier shall invoice the Service Taker for the Service Taker's share of the Service Supplier's Charges.
- 2.6.3 For One-off Charges for installation and testing, the Service Supplier of the relevant Termination Service, Special Access Service or Transit Service shall be entitled to invoice the Service Taker of the relevant Termination Service or Transit Service.

– **End of Service Description** –

PART 2. TERMINATION SERVICES

3 PLMN Terminating Access Service

3.1 Description

- 3.1.1 The PLMN Terminating Access Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 3.1.2 The PLMN Terminating Access Service will provide conveyance of Calls which originate on a Service Taker Subscriber Connection from the Point of Connection to Service Supplier PLMN Subscriber Connections in Jamaica, via the Service Supplier PLMN. Calls must be addressed to valid number ranges associated with the Service Supplier PLMN Subscriber Connections in Jamaica. Calls originating or ultimately terminating outside of Jamaica are not conveyed pursuant to this Service Description. For the avoidance of doubt the term “ultimately terminating” does not include Calls to a Subscriber who is roaming or has forwarded its number which will be conveyed under this Service Description.
- 3.1.3 The valid number ranges associated with the Service Supplier PLMN Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.
- 3.1.4 Sufficient dedicated capacity must be in place to handle the traffic in accordance with the Joint Working Manual.
- 3.1.5 The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual. All Calls pursuant to this Service Description must be presented by the Service Taker to the Point of Connection as conventional circuit switched voice traffic.

3.2 Service Specific Responsibilities

- 3.2.1 Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 3.2 of this Service Description.
- 3.2.2 Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to the Service Supplier PLMN using the PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 3.2.3 Service Supplier will be responsible for monitoring service quality, managing and providing management information about the PLMN Terminating Access Service from the Point of Connection to the Service Supplier PLMN Subscriber Connection and Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PLMN Terminating Access Service from the Service Taker Subscriber Connection or Point of Handover (as the case may be) to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier’s or Service Taker’s management systems will not be provided.

- 3.2.4 Service Taker will be responsible for forecasting usage of the PLMN Terminating Access Service in accordance with the Joint Working Manual.
- 3.2.5 The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call that originated outside of Jamaica, which indicates that the call originated inside Jamaica. In the event that the Service Supplier knows or reasonably believes that a Call passed to the Service Supplier by the Service Taker originated outside of Jamaica, and the Service Supplier is obligated to convey the Call, the Service Supplier shall convey such Call pursuant to the Incoming International Call Termination Service.
- 3.2.6 Service Taker will be responsible for validating the called number according to the National Numbering Plan and the valid number ranges associated with the PLMN Subscriber Connections in the Service Schedule. In accordance with Clause 8.2 of the Legal Framework, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not part of the applicable Service Supplier Numbering Ranges.
- 3.2.7 Service Taker will be responsible for managing any end-to-end Services provided by Service Taker to Service Taker Subscriber Connections that use the PLMN Terminating Access Service.

3.3 Quality of service

- 3.3.1 In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the PLMN Terminating Access Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.
- 3.3.2 Quality of Service levels and Fault Restoration Times for the PLMN Terminating Access Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 3.3.3 For Calls that have been transited through the Service Taker network, Service Taker is not responsible for the quality of the Third Party Fixed Telecoms Provider or the Third Party Mobile Telecom Provider involved in conveyance of the Call prior to the Point of Handover.

3.4 Configuration

- 3.4.1 The PLMN Terminating Access Service will be available at the Service Supplier ISL/IPOP(s) specified in the Service Schedule.
- 3.4.2 Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the PLMN Terminating Access Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

3.5 Charges

- 3.5.1 The tariffs for the charges for the PLMN Terminating Access Service are specified in the Tariffs Schedule.
- 3.5.2 The Charges for the PLMN Terminating Access Service are payable in accordance

with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges.

3.5.3 Usage Charges include:

- Call Duration Charges depending on duration and Tariff Period¹.

3.5.4 The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by Service Supplier and the number of Time Units that shall apply will be calculated by Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

3.5.5 The start and end times of the peak, off-peak and weekend periods are defined in the Tariffs Schedule. Answered Calls passing the peak / off-peak / weekend borders will be calculated according to the corresponding tariffs by splitting the duration into the relevant periods.

3.5.6 If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual, the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.

3.5.7 For the avoidance of doubt, the Tariffs Schedule does not include any sums that may be payable by the Service Taker as a result of inaccurate forecasts of the PLMN Terminating Access Service and for delays to provisioning and acceptance testing. Any such sums will be calculated and charged for in accordance with the Joint Working Manual. Neither does it include any sums payable pursuant to Clause 8.2 of the Legal Framework.

- End of Service Description

¹ Not applicable to calls originated on C&W's PSTN (fixed network)

4 Incoming International Call Termination to PLMN Service

4.1 Description

- 4.1.1 The Incoming International Call Termination to PLMN Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.
- 4.1.2 The Incoming International Call Termination to PLMN Service will provide conveyance of Calls which originate on the System of a Third Party International Telecom Provider and conveyed via the Service Taker's System, from the Point of Connection to the applicable Service Supplier PLMN Subscriber Connections. Calls must be addressed to valid number ranges associated with the Service Supplier PLMN Subscriber Connections.
- 4.1.3 The valid number ranges associated with the Service Supplier PLMN Subscriber Connections are listed in the Service Schedule. The list may be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual. For the avoidance of doubt, Calls to numbers associated with Special Access Services, including Audiotext Services, are not conveyed pursuant to this Service Description.
- 4.1.4 Sufficient dedicated capacity must be in place to handle the traffic in accordance with the Joint Working Manual.
- 4.1.5 The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.
- 4.1.6 All Calls pursuant to this Service Description must be presented by the Service Taker to the Point of Connection as conventional circuit switched voice traffic. Calls conveyed pursuant to this Service Description are for ultimate termination on Service Supplier's Subscriber Connections within Jamaica only. For the avoidance of doubt the term "ultimate termination" does not include Calls to a Subscriber who is roaming or has forwarded its number which will be conveyed under this Service Description.

4.2 Service Specific Responsibilities

- 4.2.1 Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 4.2 of this Service Description.
- 4.2.2 Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by the Service Taker to the Service Supplier using the Incoming International Call Termination to PLMN Service in accordance with the Joint Working Manual. The Service Supplier shall be responsible for conveying Calls from the Point of Connection to the applicable Service Supplier PLMN Subscriber Connections.
- 4.2.3 Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the Incoming International Call Termination to PLMN Service, from the Point of Connection to the Service Supplier's PLMN Subscriber Connections. The Service Taker will be responsible for monitoring the service quality, managing and providing management information

about the Incoming International Call Termination to PLMN Service from the Point of Handover to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's and Service Taker's management systems will not be provided.

- 4.2.4 Service Taker will be responsible for forecasting usage of the Incoming International Call Termination to PLMN Service in accordance with the Joint Working Manual.
- 4.2.5 Service Taker will be responsible for validating the called number in accordance with the National Numbering Plan and the valid number ranges associated with Service Supplier' PLMN Subscriber Connections in the Service Schedules. In accordance with Clause 8.2 of the Legal Framework, Service Taker will be under no obligation to convey, and Service Supplier will be under no obligation to Terminate, calls pursuant to this Service Description: (a) that are not part of the applicable Service Supplier numbering ranges associated with the Service Supplier's PLMN Subscriber Connections; (b) that do not originate on the System of a Third Party International Telecom Provider; (c) that do not meet the technical requirements set out in the Joint Working Manual; and (d) pursuant to 4.2.13 and 4.2.14 below.
- 4.2.6 The Service Taker shall not insert and shall not permit a third party to insert a CLI into a Call that originated outside of Jamaica, which indicates that the call originated inside Jamaica. In the event that the Service Supplier knows or reasonably believes that a Call passed to the Service Supplier by the Service Taker originated outside of Jamaica, and the Service Supplier is obligated to convey the Call, the Service Supplier shall convey such Call pursuant to this Incoming International Call Termination Service.
- 4.2.7 Calling Line Identity for network and presentation purposes shall, where available, be made available by Service Taker to Service Supplier for all Calls presented for delivery to the Service Supplier System pursuant to this Service Description.
- 4.2.8 Subject to the provisions of Paragraph 4.2.9 and 4.2.10 below and provided that the Service Supplier does not discriminate between the Service Taker and its own PLMN Subscribers (and for the avoidance of doubt, it shall not be discriminatory for the Service Supplier to refuse to convey Calls from the Service Taker in the circumstances covered in this paragraph, while still conveying Calls to its PLMN Subscribers, provided that the same circumstances existing on the Service Taker's System do not exist on the Service Supplier's System), the Service Supplier may choose not to convey Calls under this service description:
- i) where the volume of Calls materially exceeds that which could be reasonably be expected and where such traffic impedes the transmission of other Calls;
 - ii) where such Calls are otherwise harmful to the integrity of the Service Supplier's System; or
 - iii) in the event of fraud being carried out against the Service Supplier.
- 4.2.9 Where the conditions in Paragraph 4.2.8 (i) above occur, the Service Supplier shall notify the Service Taker in writing as to the precise details of the condition that exist and the Service Supplier may then temporarily suspend the conveyance of those Calls that resulted in one or more of the Conditions set out in Paragraph 4.2.8 (i) occurring.
- 4.2.10 Where the condition in Paragraph 4.2.8 (ii) and (iii) above occurs, the Service Supplier may immediately suspend the conveyance of those Calls, and will notify the

Service Taker in writing that conveyance of Calls has been suspended, and give a description as to the nature of the condition that is occurring.

- 4.2.11 Notwithstanding Paragraph 4.2.9 and 4.2.10 above, the representatives of the Parties shall meet as soon as reasonably practicable in order to agree in good faith and without delay a solution that will, if possible, allow for the conveyance of the suspended Calls to resume as soon as reasonably practicable.
- 4.2.12 For the avoidance of doubt, until such time as the Parties agree a solution in accordance with the provisions of Paragraph 4.2.11 above, the Service Supplier shall be under no obligation to resume the conveyance of the suspended Calls provided always that Service Supplier does not discriminate between the Service Taker and its own PLMN Subscribers (where applicable) in the resumption of the suspended Calls.
- 4.2.13 Nothing in this Agreement shall be interpreted as requiring the Service Taker to enter into, or continue any correspondent relationship with a Third Party International Telecom Provider for termination to PLMN Subscribers.
- 4.2.14 Nothing in this Agreement shall prohibit the Service Supplier from making its own arrangements to receive Calls from Third Party International Telecom Providers.

4.3 Quality of service

- 4.3.1 In accordance with Clause 15 of the Legal Framework, Service Supplier will provide the Incoming International Call Termination to PLMN Service 24 hours/day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule. Service Taker is responsible for Quality of Service on its System.
- 4.3.2 Quality of Service levels and Fault Restoration Times for the Incoming International Call Termination to PLMN Service will be measured and reported in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual. The Service Taker is not responsible for the service quality of Third Party International Telecom Providers, in relation to the relevant Calls conveyed pursuant to this Service Description prior to the Point of Handover.

4.4 Configuration

- 4.4.1 The Incoming International Call Termination to PLMN Service will be available at the Service Supplier ISL(s)/IPOP(s) specified in the Service Schedule.
- 4.4.2 Service Taker will deliver traffic in a dedicated Trunk Group at each Point of Connection where the Incoming International Call Termination to PLMN Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

4.5 Charges

- 4.5.1 The tariffs for the charges for Incoming International Call Termination to PLMN Service are specified in the Tariff Schedule.
- 4.5.2 The Charges for the Incoming International Call Termination to PLMN Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to any other

Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges. For the avoidance of doubt, the Tariff Schedule does not include any sums payable pursuant to Clause 8.2 of the Legal Framework.

4.5.3 Usage charges include:

- a) Call Duration Charges depending on duration and Tariff Period
- b) The Incoming International to Mobile Termination Transit Charge

4.5.4 For each Answered Call, the Incoming International to Mobile Termination Charge will be applicable when Call Start occurs.

4.5.5 The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by Service Supplier, and the number of Time Units that shall apply will be calculated by Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit.

4.5.6 If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specifications of this Service.

- End of Service Description-

PART 3. TRANSIT SERVICES

5 PLMN Transit ServiceDescriptionThe Transit Service will be provided by the Service Supplier to the Service Taker, in accordance with the terms and conditions of this Agreement.

5.1.2 The PLMN Transit Service will provide conveyance of Calls from Service Taker Subscriber Connections destined for a NWBB Subscriber Connection. Calls originating or ultimately terminating outside of Jamaica are not conveyed pursuant to this Service Description.

5.1.3 Valid number ranges for the NWBB Subscriber Connections are listed in the Service Schedule. The list will be amended from time to time to include any additional numbers to which Calls are to be conveyed pursuant to this Service Description or to remove numbers. The process for adding or removing numbers is specified in the Joint Working Manual.

5.1.4 The technical standards for voice telephony, operational processes and billing processes are described in the Joint Working Manual.

5.2 Specific Responsibilities

5.2.1 Without prejudice to the responsibilities described elsewhere in this Agreement, each Party shall have the responsibilities set out in this Paragraph 5.2 of this Service Description.

5.2.2 Service Supplier will be responsible for the metering and billing necessary to charge Service Taker for all Calls passed by Service Taker to a NWBB Subscriber Connection via the Service Supplier Network using the PLMN Transit Service in accordance with the Joint Working Manual

5.2.3 Service Supplier will be responsible for monitoring the service quality, managing and providing management information about the PLMN Transit Service from the Point of Connection to the Point of Handover in accordance with the Joint Working Manual. Service Taker will be responsible for monitoring the service quality, managing and providing management information about the PLMN Transit Service from the Subscriber Connection to the Point of Connection in accordance with the Joint Working Manual. For the avoidance of doubt, access to the Service Supplier's or Service Taker's management systems will not be provided.

5.2.4 Service Taker will be responsible for forecasting usage of the PLMN Transit Service in accordance with the Joint Working Manual.

5.2.5 Service Taker will be responsible for validating the called number against the valid NWBB Subscriber Connection numbers in accordance with the Numbering Scheme. In accordance with Clause 8.2 of the Legal Framework, Service Supplier will be under no obligation to convey Calls pursuant to this Service Description that are not listed in the Service Schedule as valid numbers for the PLMN Transit Service.

5.2.6 Service Taker will be responsible for the end-to-end management of Calls made from Service Taker Subscriber Connections using the PLMN Transit Service

5.3 Quality of service

5.3.1 In accordance with Clause 15 of the Legal Framework, the Service Supplier will

provide the PLMN Transit Service twenty four (24) hours per day, every day, to the Quality of Service levels set out in the Joint Working Manual and Parameter Schedule.

- 5.3.2 Quality of Service levels and Fault Restoration Times for the PLMN Transit Service will be measured and reported by Service Supplier in accordance with the Joint Working Manual and Parameter Schedule. Service Supplier and Service Taker will periodically review the achieved quality parameters in accordance with the Joint Working Manual.
- 5.3.3 For the avoidance of doubt, Service Supplier is not responsible for the service quality of Call completion beyond the Point of Handover.

5.4 Configuration

- 5.4.1 The PLMN Transit Service will be available at Supplier ISL and Taker IPOP(s) specified in the Service Schedule.
- 5.4.2 Service Taker will deliver traffic in Trunk Groups at each Point of Connection where the PLMN Transit Service is offered and required and will route Calls in accordance with the routing scheme and principles described in the Joint Working Manual and the Parameter Schedule.

5.5 Charges

- 5.5.1 The tariffs for Charges for the PLMN Transit Service are specified in the Tariff Schedule.
- 5.5.2 The Charges for the PLMN Transit Service are payable in accordance with Clause 9 of the Legal Framework, can be varied in accordance with Clause 10 of the Legal Framework and are in addition to any other Charges payable for Services provided pursuant to this Agreement. Charges are the sum of applicable Usage Charges and include all payments to NWBB Service Providers for each Answered Call.
- 5.5.3 Usage Charges include:
- i) Call Duration Charges
 - ii) Payments to NWBB Service Providers for completion of the Call.
- 5.5.4 The duration of an Answered Call will be measured from Call Start to Call End. The duration of an Answered Call will be logged by the Service Supplier, and the number of Time Units that shall apply will be calculated by the Service Supplier. For each Answered Call, the duration will be measured to an accuracy of a Time Unit
- 5.5.5 If the provision of Signalling Links is consistent with the dimensioning rule specified in the Joint Working Manual the tariffs will include all charges for the handling of signalling messages required based on the specification of this Service. For the avoidance of doubt, this does not include Roaming Messages and SMS messages.
- 5.5.6 For the avoidance of doubt, the Tariff Schedule does not include any sums that may be payable pursuant to Clause 8.2 of the Legal Framework.

- End of Service Description -