

Oceanic Digital Jamaica Limited (t/a Claro) Reference Interconnection Offer

A proposal submitted to the Office of Utilities
Regulation (Version 1.0)

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Definitions

The main definitions in this document are the following:

Act	The Telecommunications Act 2000
Agreement	Interconnection agreement between Claro and an interconnecting operator
Bypass	Any technique used to route traffic onto either Party's network which is not in accordance with the terms of an established Interconnection Agreement to which the Party is a signatory.
Call	The set-up, holding and ending of a transmission path through the System of either Party into the System of the other Party for conveyance of Messages within 3.1 Khz speech service.
Call Duration	Period between Call Start and Call End
Call End	The point during a Call at which an ISUP release message (REL) is received by the Service Supplier System or Service Taker System, as the context requires
Call Setup	The signaling activities required to set up a Call
Call Start	The point during a Call at which an Answer Message is received by the Service Supplier System or Service Taker System, as the context requires
Claro	Oceanic Digital Jamaica Limited (t/a Claro) is a company organized and existing under the laws of Jamaica, having a business address at 30-36 Knutsford Blvd. Kingston 5, Jamaica W.I.
CLI (Calling Line Identification)	The information identifying the Subscriber Connection from which a Call is generated, also known as ANI
MCT	Mobile Call Termination
OUR	The Office of Utilities Regulation
Point of Interconnection	A physical point between the Systems of the Parties to this Agreement at which the provision of and responsibility for a Service starts or ends
RIO	Reference Interconnection Offer
Operator, Service Provider, or Telecommunication Provider	A Licensed provider of telecommunication services, as defined in the Act
Service Supplier	The Party who provides a Service on a service by service basis
Service Taker	The Party who requests a Service on a service by service basis

Signaling Links	A 56 kbit/s transmission path provided exclusively for the exchange of signaling messages between Signaling Transfer Points of the Service Taker and the Service Supplier
Signaling Transfer Point (STP)	A CCSS7 signaling facility in the Service Supplier/Service Taker System.
Switch	A facility which performs the function or is capable of performing the function of switching and routing messages between two or more points
Switch Port	A physical T1 Switch interface
System	Telecommunications infrastructure, including but not limited to switches, routers and network links
Tariff Period	The hours during which tariffs are applied. It could include peak rate, off-peak rate and weekend rate.
Term	Means the period from the date of signature of the interconnection Agreement to the date of termination of this Agreement in accordance with its terms and refers to the initial length of the Agreement and any renewal thereof.
Time Unit	The accuracy to which the Call Duration is measured, which is one tenth of a second.
Unsuccessful Call Attempt	A Call that has not been successfully answered

1. Background

Regulation of mobile voice termination service

The Office of Utilities Regulation (“OUR”) has declared each mobile operator in Jamaica dominant for call terminating traffic on its network. As an intended ex – ante remedy to promote competition in the mobile termination markets, OUR mandates each mobile operator to submit for its approval a Reference Interconnection Offer (RIO) for the service it deems is subject to regulation. In light of the foregoing and pursuant to Section 32 of the Act, this document is a Reference Interconnection Offer submitted by Claro to the OUR.

Purpose of the Claro’s RIO

Claro’s RIO lays out the conditions upon which Claro will provide voice termination interconnection service on its network for nationally originated calls. This RIO applies to all licensed service providers with interconnection at central switching level, which require direct interconnection with Claro’s cellular mobile telephony network.

In simple terms, interconnection is the set of legal, technical and economic arrangements between network operators that enable customers connected to one network to communicate with customers of other networks.

Terminating calls from other network operators onto Claro’s network presumes the existence of an interconnection agreement between the originating traffic operator and Claro, As such, Claro’s RIO will constitute the reference document for the formulation and negotiation that Claro will use in its interconnection agreements with interested parties subject to the provisions included in this RIO. References to the word “Agreement” herein shall also include the specific clauses that would be embedded in an interconnection agreement between Claro and an interconnecting operator.

Parties of the Interconnection Agreement

The Interconnection Agreement (“Agreement”) is made as of the xx/xx/xxxx (the “Effective Date”), by and between:

- Oceanic Digital Jamaica Limited (t/a Claro), a company organized and existing under the laws of Jamaica, having a business address at 30-36 Knutsford Blvd. Kingston 5 (“Claro”), and
- *<Operator Name>*, (“Operator” or “Partner”) a company organized and existing under the laws of Jamaica, having a business address at *<address>* .

Partner and Claro may be referred to individually as a “Party” and collectively as “Parties”

Whereas, the Minister has granted operator licenses to own and operate certain facilities in Jamaica and to provide certain telecommunications services to the public. Under such licenses, and pursuant to the provisions of the Act, the Operator is entitled to connect its public voice network to and with Claro in accordance with sections 27 - 37 of the Act. Pursuant to sections 27 - 37 of the Act, Claro agrees to interconnect with the Operator upon the terms and conditions contained in the Agreement;

Whereas, Claro agrees to provide telecommunication services (the “Services”) to Partner as may be described in this Agreement and its attachments and both Parties agree to accept and pay for such telecommunication services pursuant to the terms hereof; and

Whereas, Partner agrees to provide telecommunication services (the “Services”) to Claro as may be described in this Agreement and its attachments and both parties agree to accept and pay for such telecommunication services pursuant to the terms hereof.

General interconnection conditions

The Operator requesting interconnection with Claro shall bear the investment costs and expenses necessary to interconnect its network with the Claro’s network up to the point of interconnection as defined in Technical Attachment hereto. The Operator must make the interconnection with the parameters defined in the Technical Attachment, ensuring they do not cause damage to the infrastructure of Claro’s network.

The operator must pay to Claro timely and within the deadlines all the interconnection payments set in the Economic Attachment

There are four attachments in this RIO. Attachment A describes the service offered by Claro to interconnecting parties: viz., mobile call termination service. Attachment B contains the basic rules governing interconnection agreements applicable to Claro and interested interconnecting carriers based on Jamaica’s current legal and regulatory framework. Attachment C describes the technical conditions for providing mobile call termination services and lastly, Attachment D establishes the economic conditions necessary to provide interconnection services.

Direct interconnection will be made in accordance with the terms and conditions set forth in the Technical Attachment, which said attachment contains information on inter alia, methods to establish and maintain direct interconnection.

Each party is responsible to avoid (and if necessary, control) the occurrence of fraudulent calls originating on its network and terminating on the interconnected Partner’s network. In the event of fraudulent use of the Operator’s network, the Operator shall charge Claro 100% of the value of the calls made in accordance with the charges defined for such calls.

2. Attachment A. Call Termination Service provided by Claro

Service description

Claro shall offer Mobile Call Termination (MCT) service of nationally originated telephony calls from the Service Taker's subscribers registered on its allocated number ranges.

The call termination mobile is a voice call handed over from the Operator System to the Claro System, initially switched by a Claro Switching Centre for delivery to a Claro Network Termination Point anywhere in the country of Jamaica.

Unless otherwise agreed under an amendment to this Agreement, the termination of internationally originated calls shall not be allowed.

The parties agree to provide termination and origination telecommunication services as set forth in the Agreement. The parties may agree to amend or add to the Services from time to time by making relevant amendments to the Attachments. The parties shall provide all Services in accordance with standard industry practice as to quality and reliability.

Service Specific Responsibilities

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 using the MCT Service.

Each party will be responsible for monitoring the service quality, managing and providing management information about the MCT Service from the Point of Interconnection to its final subscriber.

Either party shall provide and continuously update forecasts on the traffic expected to be sent to the other party. These forecasts will break down the traffic per destination, and, in the case of traffic destined for either party's own network, into national and international origination.

Service Taker will be responsible for validating the called number according to the National Numbering Scheme and the valid number ranges associated with the mobile Subscriber Connections. 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.

Bypass call routing

Both Parties agree that under no circumstances will they route traffic onto the other Party's network using "Bypass" routing. Objective evidence of a Party's use of Bypass routing shall be grounds for immediate termination of the Agreement subject to any licensing provisions or other regulations issued by the Government of Jamaica, the Jamaican telecommunications regulator or any other regulatory body having jurisdiction over the Parties.

3. Attachment B. Legal Framework Governing the Interconnection Agreement

Term and Renewal

The term of the Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. After the initial term, the Agreement automatically renews on a month to month basis.

Review and Amendment

Without prejudice to the provisions of variations of charges for the services rendered by each Party, either Party may seek to amend this Agreement by serving on the other a review notice if:

- a) a material change occurs in the law or regulations governing telecommunications in Jamaica (including, without limitation, license changes, and, court decisions that require the amendment of this Agreement);
- b) a material change occurs (including, without limitation, changes in OUR's regulations governing interconnection relations among licensed providers and, changes to the legal status of the Parties) which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement;
- c) a revised RIO submitted by CLARO is approved in whole or in part by the OUR;
- d) the OUR exercises its powers under Section 29 and Section 34 of The Act; or
- e) both Parties agree in writing that there should be a review.

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.

With the exception of reviews arising under item (e), 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 provided that if the event giving rise to the review is as specified in item (c) or (d), this Agreement shall be modified accordingly by the Parties without the need for renegotiation. If nevertheless the Parties shall disagree on the nature or extent of the modification(s) required in any such case, they shall resolve the dispute in the manner provided in the dispute resolution section of this agreement.

For the avoidance of doubt, the Parties agree that the terms and conditions of 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.

Dispute Resolution

The parties agree to resolve any interconnection dispute by first negotiation in good faith under the terms and conditions of the Agreement.

Contract amendment

If, after a period of thirty (30) days from commencement of a notification for a contract review, the Parties fail to reach an Agreement, the Parties shall resolve the dispute in accordance with the dispute resolution procedure adopted pursuant to Section 34 of the Act.

Billing dispute

If the Parties are unable to resolve a billing dispute within thirty (30) days of dispute notice receipt, they may, by mutual agreement, choose to extend the dispute resolution period by another seven (7) days. If the Parties do not choose to extend the dispute resolution period or at the expiration of the additional seven (7) day period, the dispute shall be referred to binding arbitration. Arbitration shall be governed by the rules of the International Chamber of Commerce.

Early Termination

Either Party may terminate this Agreement:

- a) at the expiration of the initial Term or at any other time thereafter on thirty (30) days prior written notice; or
- b) immediately on notice in writing to the other Party, in the event that any Carrier License and/or Service Provider License and/or Spectrum License and/or any other license necessary to entitle a Party to interconnection or to enable a Party to carry out its obligations under this Agreement at any time expires or is revoked by the Minister and is not immediately replaced or re-issued.

Either Party may terminate this Agreement by notice in writing to the other (“the Defaulting Party”) if the Defaulting Party:

- a) fails to pay any undisputed invoice or payable undisputed portion of an invoice when due and has failed to remedy such non-payment within fifteen (15) days of receipt of a notice from the billing Party that the Agreement will be terminated for non-payment;
- b) is in breach of any other material obligation contained in this Agreement, and has not remedied that breach within fifteen (15) days after receipt of a written notice from the non-defaulting Party specifying the breach and requiring it to be remedied;
- c) is engaged in acts or omissions which impair the integrity of the other Party’s System and has failed to remedy such impairment within five (5) days of receiving written notice from the other Party of such impairment; or

d) ceases or threatens to cease 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.

Without prejudice to the right to termination, in the event that a Party fails to pay all or part of an invoice as set out in item (a) above, the billing Party may, from the date upon which invoice payment is due, in its sole discretion, suspend the provision of any or all services to the Defaulting Party under this Agreement, until such time as the undisputed invoice or payable undisputed portion of an invoice is paid in full by the Defaulting Party.

Effects of Termination

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.

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.

Force Majeure

Neither Party shall be responsible for the performance of its obligations hereunder where such non-performance is due to causes beyond the Party's reasonable control including, without limitation, acts of any governmental body; national emergencies; insurrections; riots; wars; terrorism or any act or omission of any third party. The Parties agree that market conditions and/or fluctuations shall not be deemed force majeure events.

A Party affected by a force majeure event must promptly notify the other Party of such event. Upon cessation of the delay or failure resulting from Force Majeure, the Party affected shall promptly notify the other of such cessation. Either Party may terminate this Agreement on five (5) business days' notice if a force majeure event continues uninterrupted for forty-five (45) days after first notice.

Resale of services and end-users

Either Party has the right to resell the Services; provided, however, neither Party is authorized to enter into any agreements with its own customers (the "End Users") on behalf of the other Party. Each Party is solely responsible for obtaining and maintaining all the governmental licenses or approvals required for its operation and the provision of the Services to its End Users.

In connection with its resale of Services, the Parties understand and agree that each Party is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users. Each Party shall have no liability to the

other Party's End Users under this Agreement Each party shall comply with all terms and conditions of this Agreement, including, but not limited to, payments obligations, notwithstanding the collection of payments or charges from its End Users, affiliates, agents, brokers or re-sellers. The failure of an End User to pay any Party shall not relieve the Party of its obligation to pay invoiced Charges as set forth herein.

Each Party shall: (i) be liable to the terminating Party for any damages caused by any intentional or illegal acts of the Party in connection with its resale or reselling of the Services; and (ii) indemnify, defend and hold harmless the other Party from and against any third party/End User claims, actions, damages, liabilities, costs, judgments or expenses (including reasonable attorney fees) arising out of or relating to Party's and or End User's use, resale or reselling of the Services.

In the event reporting obligations or requirements are imposed on either Party by any third party or regulatory agency in connection with the use of the Services by Party's End Users, the other Party agrees to reasonably assist in complying with such obligations or requirements and to hold the Party harmless of any failure by the other Party in this regard. It is expressly understood and agreed that the imposition of and compliance with such restriction may create additional costs and charges not provided for in the schedule of costs and charges agreed herein, and each Party expressly agrees that it shall reimburse and pay the other Party for all direct and indirect incremental costs and charges arising from the imposition of such reporting obligations or requirements at any time so imposed.

Services marks

Neither Party shall use any trademark, service mark, brand name, or any other intellectual property of the other Party in connection with marketing, or providing its own services without the prior written approval of said other Party. Each Party's name is proprietary and nothing herein constitutes a license authorizing its use. In no event shall either Party: (i) attempt to sell services to its End Users name, or any trade mark, brand name, or service description owned by each Party; (ii) represent to End Users that they will be customers of either Party or that they may obtain either Party's services from the other Party; or (iii) represent or state to End Users or prospective End users that it has any relationship with either Party. The Parties may each however expressly authorize in writing the extent to which the other Party may utilize any intellectual property owned by the authorizing Party. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure in violation hereof.

Disclaimer of warranties

Each Party understands and agrees that the other Party exercises no control over the content accessible through the Services. Each Party assumes total responsibility for its use and its End Users' use of the Services at their own risk. Except as specifically set forth herein or in an

attachment, the services, system, and any related software and/or hardware provided by a party are provided on an “as is” and “as available” basis without warranties of any kind, either express, implied, written, oral, or statutory, including but not limited to warranties of title, non infringement or implied warranties of merchantability or fitness for a particular purpose. The parties do not warrant that the services are completely error free or will operate without interruption.

Limitation of liability

To the maximum extent permitted by law, in no event shall either party, its affiliates, or any officers, directors, employees or agents of said party be liable for any indirect, special, punitive, incidental or consequential damages including but not limited to lost profits or revenues, lost data or the cost of procurement of substitute goods or services related to the services or this agreement whether for, among other things, breach of warranty, and whether under any theory or cause of action whether in tort contract or otherwise, regardless of whether the party has been advised of the possibility of such damages. A Party’s total aggregate liability hereunder shall in no event exceed an amount equal to the charges paid to said party by the other party for the affected services which gave rise to such liability. The parties hereby waive any claim that these exclusions deprive them of an adequate remedy or cause this agreement to fail of its essential purpose.

Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, director, employees, agents, shareholders, licensors, and any third party providers or suppliers from and against all losses, damages or expenses of any kind, including reasonable attorneys’ fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency), which claims arise in whole or part from: (i) the gross negligence or willful misconduct of the Party, its employees, or agents, or (ii) the resale of the Services by the Party; or (iii) the infringement of any third party right arising from the use of any services, equipment and software not provided by the other Party.

Confidentiality Statement

Neither Party will disclose to any party, the terms or conditions of this Agreement, and all plans, designs, drawings, trade secrets, business, and other proprietary or confidential information of the other Party disclosed during the Term, unless such disclosure is (i) necessary to satisfy the rules, requirements and/or regulations of any foreign, national, state provincial, or local governmental agency; (ii) otherwise required to be disclosed by law; (iii) necessary in any legal proceeding establishing rights and obligations under this Agreement or (iv) to a Party’s accountants, auditors, and attorneys which are bound by the same confidentiality obligations set forth herein. Violation by either Party of its agents, of the foregoing provision shall entitle the other Party to seek an injunction or restraining order, in addition to any other remedies available at law or in equity. The restrictions and obligations imposed by this section of the Agreement

shall continue in full force and effect for a period of two (2) years from the Agreement’s date of termination.

Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties shall not assign, delegate, or transfer any of the rights or obligations hereunder without the prior written consent of the other Party which consent shall not unreasonably be withheld.

Waiver

The delay or failure of either Party to enforce or insist upon strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of said Party’s rights hereunder.

Notices

All notices required or given under this Agreement shall be directed to each Party at the addresses set forth on the signature page. Such notices shall be deemed delivered (i) upon delivery (which can be confirmed) if sent by a recognized courier service; or (ii) upon delivery, when sent by registered or certified mail, return receipt requested; or (iii) the next business day when sent by facsimile (with a hard copy sent by mail) and sending Party’s receipt of a transmission confirmation.

Severability

In the event that any provision of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.

Governing law and consent to jurisdiction

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of Jamaica. The Parties hereby consent to the exclusive jurisdiction of the courts of Jamaica with respect to any dispute, controversy or other matter relating to or arising out of this Agreement.

4. Attachment C. Technical conditions of the Interconnection

Points of Interconnection

Claro offers the establishment of one Point of Interconnection at its mobile interconnection switch located at

<i>Number</i>	<i>Address of Claro’s Interconnection Switch</i>
1	30-36 Knutsford Blvd., Kingston 5, Jamaica

At Claro's interconnection point(s) where there are direct interconnections, Claro has implemented security measures (access control, verification, confidentiality, privacy, security, communication, availability, etc.) to avoid security breaches pursuant the guidelines established by the ITU - T Recommendation X.805. The operator shall ensure similar security measures have been taken following ITU - T Recommendation X.805.

Transmission

The interconnection will be implemented through fiber optic or microwave transmission, depending on the technical availability of these resources. Interconnection links will be on T1 level. The parties shall mutually agree on the number of T1 ports on each of the points of interconnection that Operator requires. The interconnectivity between the operator and Claro's network will be through 1.544 Mbps ports in accordance with ITU-T protocols G.703, G.711 and G.732.

Claro will also support interconnection via Voice over Internet Protocol (VOIP) in accordance with the ITU-T protocols G.729 and G.711

All circuits and equipment provided by the parties are the sole property of each operator. The telecommunications equipment of each operator will be both compatible and comply with the rules and standards as stated in the existing regulatory framework. Any change of equipment, operations or services necessary for the proper functioning of the interconnection, after the installation and the system that may affect the operation or services of the other party will be coordinated with it, following a written notification sufficient and reasonable notice of agreement.

Signaling

The parties shall use the signaling protocol Signaling System No.7 for the purposes of interconnection of their networks, in accordance with relevant ITU-T and ANSI standards. Claro will provide signaling interconnection by the use of Signaling Transfer Points (STP) at the point of interconnection.

If VOIP is the means of interconnection then the signaling protocol used will be Session Initiation Protocol version 2.0 (SIP 2.0) as defined by RFC 3261

Call Line Identification

Each Party shall convey Call Line Identification (CLI) associated with calls passed to other party, to the extent that CLI was available to the originating party in the first place.

Traffic coming from international origination shall be clearly indicated by use of CLI and applicable signaling standards.

Numbering

Each party shall inform the other its numbering ranges allocated by the OUR. To keep updated databases for each operator, the Parties agree to inform in writing or electronic means one (1) month in advance any modification and / or additions to be made within their Numbering Plans, enclosing a copy of the OUR's document authorizing a particular use of numbers. The parties agree to enable access to new number ranges within a maximum of fifteen (15) days from the request by the Operator.

Routing

The operator will route calls destined for Claro's numbering ranges through direct interconnection that parties have. Similarly, Claro will route calls destined for the operator's numbering ranges through the direct interconnection between the parties. For security reasons, the parties shall agree overflow routes for the authorized traffic carried between the parties. The parties must respect the routing scheme established by Claro provided that the carried traffic is cellular traffic. Claro will duly inform the operator any changes on the routing schemes established with the operator.

Traffic forecast

Either Party is obliged to provide and continuously update forecasts on the traffic planned to be sent to the other Party. These forecasts will break down the traffic per destination, and, in the case of traffic destined for either Party's own network, in national and international origination.

Traffic coming from international origination shall be clearly indicated by use of CLI and applicable signaling standards.

Quality of Service

Service Supplier will provide the MCT Service 24 hours/day, every day.

Both parties shall work together with the best endeavors to resolve quality problems. This shall include, but not limited to, deficiencies or impairments in call set-up, speech quality or CLI delivery.

Quality of Service levels and Fault Restoration Times for the MCT Service will be measured and reported. Service Supplier and Service Taker will periodically review the achieved quality parameters.

5. Attachment D. Economic terms of Claro's mobile termination service

Claro's mobile call termination charge

Claro will charge for its Mobile Call termination Service (MCT) a maximum charge per minute for nationally originated voice traffic. The final value of the charge for Claro's MCT will be agreed on by Claro and the interconnecting operator.

Service	Maximum Charge (J\$ per minute)
Claro's Mobile Call termination Service (MCT)	4.00

The MCT charge is a 24 hour average price. Claro shall have the discretion to adjust this charge due to changes in the calculation methodology and may introduce peak and off-peak rates as well as an introduction of call set up charges in addition to the minute charge.

Unless otherwise agreed under an amendment to this Agreement, the termination of internationally originated calls shall not be allowed.

All calls are billed on a per second basis. The call 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.

Charges will include the handling of signaling messages required to provide MCT Service. For the avoidance of doubt, this does not include Roaming Messages and SMS Messages.

Notwithstanding contained anything herein to the contrary, the charges does not include any sums that may be payable by Service Taker as a result of inaccurate forecasts of the MCT Service and for delays to provisioning and acceptance testing.

Variation of charges

Either Party may change its charges for services described in this Agreement or any subsequent rate sheet or attachments by providing thirty (30) days written notice.

The Operator will notify Claro of any change of the charges for terminating calls in the Operator's network subject to the existing law and regulations governing telecommunications in Jamaica. Any such notice shall specify the proposed new usage charges (being an amount which does not exceed the maximum termination rates determined by the existing law and regulations governing telecommunications in Jamaica) and the date on which it is proposed that the variation to the Charges is to become effective, such date being at least thirty (30) days written notice from the date the notice is deemed to be received.

Claro shall, within five (5) Business Days of receipt of such notice, acknowledge receipt and within a reasonable time notify the Operator in writing of acceptance of the proposed variation to the charges or of rejection (together with any reasons for rejection). Any dispute as to the changes which may be made to the usage charges will be transferred to the OUR for resolution in accordance with Section 34 of the Act.

Claro may from time to time notify the Operator of changes to Tariffs, being

- i) Tariffs approved by the OUR; or
- ii) Tariffs determined by a decision of the court or by arbitrators appointed; or
- iii) Tariffs changed as a result of changes made by Third Party Telecoms Providers to their Tariffs or payments.

Such notice shall specify the date on which the variation is to become effective. Where changes falling within (i) and (ii) above, the changes will take effect from the effective date approved by the OUR, or the effective date as determined by a court of competent jurisdiction or arbitrators appointed in case of arbitration disputes. In the case of changes falling within iii) above, 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 Claro or Operator does not receive sufficient notice from the Third Party Telecoms Provider. In the event changes fall within (iii) above, to the extent that Claro does not receive sufficient notice from the third party telecommunications Provider of at least thirty (30) days prior written notice of such changes, Claro shall give as much notice as is reasonably practicable.

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, Claro reserves the right to review and amend the Charges to reflect such currency devaluation or revaluation.

Billing

Each Party agrees to pay all charges (the “Charges”) based on the other Party’s Services usage at the rates set forth, from time to time, in this Agreement.

Both parties shall measure the Call Duration in units of one second and the Duration of each Call recorded on Billing Information shall in all cases be rounded to the nearest second. The aggregate Duration of all Calls on an invoice submitted shall be rounded up to the nearest minute. Where the Call Duration is such that it could in accordance with this paragraph be rounded either up or down, it shall be rounded up.

The Call Duration shall be measured from the time that the reply condition (answer signal in the backward direction) is detected to the time where the clear forward condition (clear forward signal) is detected.

Charges will be invoiced once a month. Each Party shall provided written invoice to the other Party for all Charges in a clear, easy to read format on a monthly basis within ten (10) working days after the end of each month. At a minimum, the invoice shall include summary information on the volume of calls and charges to specific destination number ranges that have different unit charges rates. The billing party shall use its reasonable endeavors to supply to the other Party with the billing information relating to all Services provided by the billing Party to the other for such billing period.

The total undisputed charges detailed in the monthly invoices from each Party shall be subject to a netting-off procedure. The netting-off procedure means calculating the difference between the total monthly charges for each Party and the raising of an invoice for the difference amount by Party who is the net payee. The net payer shall make payment to the creditor Party within 30 days following the exchange of invoices/statements. All charges under this Agreement shall be due and payable by the invoiced Party to the billing Party by wire transfer, Bank deposit or check, without demand, within thirty (30) days of the invoice date for such charges (the “Due Date”).

If either Party disagrees with the charges in any statement, it will give written notice of the dispute to the creditor party with payment of the undisputed amount. The parties will therefore use reasonable commercial efforts to resolve the dispute prior the next monthly statement and payment of the balance due on accounts.

Any undisputed net amount not received by either Party by Due Date will be deemed past due. Any past due amounts are subject to a late charge in the amount of one and one-half (1.5%) per month compounded monthly, or the maximum rate allowable by law, whichever is less. The Party that is past due with payment is liable for all reasonable attorney fees and other properly documented external costs of collection, if any, incurred by billing Party.

All payments made under this Agreement, including any security, must be in immediately available funds and must be made via electronic funds transfer or bank deposit or by check, at each Party’s sole risk and expense, per the information below:

Payment to:	<i>Claro</i>
Bank:	<i>Bank Of Nova Scotia</i>
Address:	<i>2 Knutsford Blvd., Kingston 5, Jamaica</i>
Intermediary Bank:	<i>JP Morgan Chase</i>
Account:	<i>900989</i>
ABA Routing	<i>021-000-021</i>
Swift Code:	<i>(for payments made from outside Jamaica) CHASUS33</i>

Payment to:	<i>Operator Ltd.</i>
Bank:	
Address	

Account:
ABA Routing
Swift Code:

Each Party agrees, when requested, to provide financial statements and other related information to the other Party detailing the company’s financial condition as the same may be reasonably required to evaluate credit worthiness. The Parties agree that the receipt of such information shall be subject to confidentiality provisions.

Notwithstanding anything to the contrary contained herein, each Party to this Agreement shall have the right to withhold payment of disputed amounts that equal or exceed five percent (5%) of the total invoice for that period pursuant to the following terms and conditions:

- The amount in dispute must be asserted in good faith;
- The Party must provide a written statement of the disputed amount and provide supporting documentation which may be reasonably requested to resolve the dispute to the other Party within fourteen (14) days of receipt of the invoice in which the disputed charges occur;
- A dispute notification shall not relieve either Party of its obligation to make Charge payments due and owing by the Due Date, including the disputed amount;
- The parties shall exercise reasonable and good faith efforts to resolve disputed Charges within thirty (30) days of dispute notice receipt. Failure to contest any Charges in writing within forty-five (45) days of the date of the invoice shall create an irrefutable presumption of correctness of the Charges, absent manifest error.

Tax exemption certificate

Each Party shall pay any and all applicable foreign, national, provincial, state or local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, property, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-like surcharges, whether charged to or against either Party, with respect to the Party’s responsibility to ensure its exempt status and the proof thereof remains current. In no event shall either Party be liable for any Taxes due by the other Party (or its End Users) and either Party shall indemnify the other Party if any such claim for Taxes is made. Either Party may invoice the other Party for Taxes that are not covered by a valid tax exemption certificate properly filed with either Party. Each Party is responsible for any and all income, corporate, asset, and/or profit taxes it generates as result of its sale or use of the Services.