

SCHEDULE TWO

WHOLESALE INBOUND NON-GEOGRAPHIC CALL SERVICE

1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

“Act”	the Communications Act, 2003, the Communications Regulation (Amendment) Act 2007 or the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010, as the context requires;
“API”	Application Programme Interface;
“Call”	a transmission path through an electronic communications network for the sending of signals, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's network and the conveyance by that Party in accordance with this Agreement of a signal over such transmission path;
“Code”	the Code of Practice issued by Phone-paid Services Authority (or any other regulatory body approved by Ofcom), as amended from time to time;
“ComReg”	the Irish Commission for Communications Regulation, or any successor body;
“Eircom”	Eircom Limited, a company registered in Dublin with registered number 98789;
“End User”	a subscriber of a service provided under this Schedule, being an NGN Service Provider;
“Minimum Term”	one year from the Service Commencement Date;
“Monthly Report”	a monthly statement prepared by Magrathea setting out the Calls and minutes generated to NGN Service Numbers;
“NGN Service Call”	a Call made by a caller dialling an NGN Service Number;
“NGN Service”	a Non-Geographic Number which has been allocated by Magrathea

Number”	to the Customer;
“NGN Service Provider”	an individual or organisation who uses an NGN Service Number for inbound calls;
“Non-Geographic Number”	a UK number commencing with the digits 05, 070, 08 or 09 or an Irish number where a geographic area is not directly identifiable from the number, such as Freephone, shared cost services, universal access services, premium rate services and IP-based services, as described in the Numbering Plan;
“Numbering Conventions”	the National Numbering Conventions published by ComReg, as may be amended and updated from time to time;
“Numbering Plan”	the National Telephone Numbering Plan, published by Ofcom from time to time, or the Numbering Plan for Ireland, published by ComReg from time to time;
“NRA” or “National Regulatory Authority”	Ofcom or ComReg, as the context requires;
“Number Portability”	a facility which enables End Users to change their service provider whilst retaining their existing telephone number;
“Personal Numbering Service”	a service based on number translation that enables End Users to receive calls at various different locations or terminals, including a mobile telephone, using a UK number beginning with the digits 070;
“Phone-paid Services Authority”	the organisation that regulates phone-paid services in the UK, of Clove Building, 4 Maguire Street, London SE1 2NQ, or any successor body;
“Premium Rate Service”	a Premium Rate Service, as defined in the Communications Act 2003 or the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010, as applicable;
“Rate Sheet”	the UK NGN Outpayment Rates or the Irish Non-Geographic Numbers Rates, as published by Magrathea from time to time;
“Regulations”	the Communications Regulation (Licensing of Premium Rate Services) Regulations 2010;
“Service”	the Wholesale Inbound Non-Geographic Number Service, as more particularly described in this Schedule;

“Service Commencement Date”	the date on which the first NGN Service Number is allocated to the Customer;
“TSA”	the Telecommunications Service Agreement made between the Parties.

2. COMMENCEMENT AND DURATION

2.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), the Service shall begin on the Service Commencement Date and shall continue until either party gives to the other 30 days’ written notice to terminate, expiring at or after the end of the Minimum Term.

3. MAGRATHEA’S OBLIGATIONS

3.1 Magrathea shall, at its sole discretion, sub-allocate NGN Service Numbers to the Customer. Magrathea shall provide the Customer with access to its numbering database through its API in order that the Customer may request individual numbers. Such access shall be at Magrathea’s sole discretion and Magrathea may revoke such access at any time.

3.2 For numbers allocated by a team member, Magrathea shall notify the Customer by email when each Service Number is ready for use.

3.3 Magrathea may substitute numbers sub-allocated to the Customer if this is required for regulatory, statutory or legal reasons, and in such instance shall notify the Customer as soon as is reasonably practicable.

3.4 In the event of the termination of this Service, Magrathea agrees not to re-allocate NGN Service Numbers to a third party for a period of three months from the termination date.

3.5 Magrathea shall convey NGN Service Calls from third party networks to the Customer’s network.

4. CUSTOMER’S OBLIGATIONS

4.1 The Customer shall ensure that it has all necessary approvals, permissions or authorisations for the services operated through Magrathea including those offered to its End Users. The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that its services comply with the Code, the Regulations, the Act, the TSA and this Schedule.

4.2 The Customer undertakes to comply with all the provisions of the Code and the Regulations, where applicable. Magrathea may recover from the Customer all fines, claims or administrative expenses imposed on it by Phone-paid Services Authority or ComReg, resulting from a breach of the Code or the Regulations.

4.3 The Customer undertakes to comply with the Numbering Plan and the Numbering

Conventions, as amended from time to time, and any guidance notes and codes of practice pertaining to the use of telephone numbers that the NRA publishes from time to time.

- 4.4 The Customer agrees to manage the NGN Service Numbers prudently and efficiently and return NGN Service Numbers to Magrathea in the event that they remain unused for a period of 3 months. NGN Service Numbers must not be reassigned by the Customer for a period of 1 month to allow for a request to port the number after service has ceased. Ported numbers must not be assigned at any stage to a new End User, they must be returned to the original range holder.

5. EARLY TERMINATION

- 5.1 In the event that the Customer migrates an NGN Service Number to a third-party network operator or otherwise terminates the Service before the end of the Minimum Term, Magrathea reserves the right to apply an Early Termination Charge.
- 5.2 The Early Termination Charge shall be an amount equal to the mean average monthly charge incurred by the Customer in the three months prior to the month in which the Service is terminated, multiplied by the number of months remaining of the Minimum Term

6. CHARGES & PAYMENT

- 6.1 Magrathea shall pay the Customer for Call minutes generated to NGN Service Numbers, according to the Rate Sheet.
- 6.2 Magrathea may at any time vary the rates detailed in the NGN Rate Sheet, but shall give the Customer 30 days' written notice of such change.
- 6.3 Magrathea will usually make no charge for NGN Service Numbers allocated through its API. Magrathea does, however, reserve the right to charge for "golden" numbers, whether allocated through the API or directly by an employee of Magrathea. The maximum charge that will be applied for any number allocated through the API is £500 per month. This limit does not apply to numbers allocated directly by Magrathea employees. Any number which is subject to a charge under this Clause 6.3 may be suspended if payment is not received by Magrathea when due.
- 6.4 Magrathea shall send the Customer a Monthly Report of calls to NGN Service Numbers within 10 days from the end of the month in which the traffic was generated. The Customer must send Magrathea an invoice for the amount detailed in the Monthly Report, no later than 30 days from the end of the month in which the traffic was generated. Magrathea shall make payment to the Customer 45 days from the end of the month in which the traffic was generated. If the Customer fails to deliver an invoice within 30 days of the month end, Magrathea may delay, at its sole discretion, payment for one calendar month for each month that the Customer fails to deliver an invoice to Magrathea and may refuse to pay such an invoice if it is more than 12 months late.
- 6.5 All rates detailed in the NGN Rate Sheet and in the Monthly Reports are exclusive of all taxes or duties.
- 6.6 In the event that the NRA, or any other regulatory body, or BT, or Eircom or any other communications provider with which Magrathea contracts, makes a retrospective downward adjustment to the termination rates paid to Magrathea, Magrathea reserves the right to pass on that rate reduction to the Customer. Magrathea may, at its sole discretion

and without prejudice to Magrathea's rights to re-claim any overpayment from the Customer, deduct from subsequent payments to the Customer sufficient revenues to reflect the sums overpaid to the Customer.

- 6.7 The Calls and minutes in the Monthly Report shall be calculated according to data logged by Magrathea which shall be accepted, except in the case of manifest error, as being conclusive for the determination of sums due to the Customer.
- 6.8 Magrathea may deduct any sum owed to Magrathea by the Customer from any sum due to Customer. Magrathea may, on direction from any regulatory or governmental body, withhold any sum owed to the Customer to cover fines, claims or administrative expenses due to any person from the Customer under this Schedule or otherwise.
- 6.9 In the case of Premium Rate Services, Magrathea reserves the right, upon provision of 14 days' notice to the Customer, to reclaim NGN Service Numbers and cease the conveyance of NGN Service Calls if the volume of calls to such services is less than 250 minutes per month for four consecutive months.
- 6.10 No payment will be due from or made by Magrathea to the Customer in any month where the sum due would be less than £100 excluding VAT.
- 6.11 Magrathea will not make payments to the Customer in respect of calls to NGN Service Numbers which originate outside of the country in which they were allocated to Magrathea.
- 6.12 The Customer undertakes not to share with its End Users any revenue and/or outpayments obtained from Magrathea from providing either of the following:
a) a Personal Numbering Service; or
b) any Irish Non-Geographic Number.

7. SUSPECT TRAFFIC

7.1 "Suspect Traffic" shall mean any Call:

7.1.1 where Magrathea does not receive revenue it is due in respect of such Call; or

7.1.2 where BT or Eircom or any communications provider which transmits such Call to BT or Eircom or to Magrathea does not receive revenue in respect of such Call and/or does not make payment to Magrathea in respect of such Call; or

7.1.3 where there is a reasonable expectation that the calling party will not pay for the Call; or

7.1.4 which is generated or appears to Magrathea to be generated in order to inflate payments due to the End User or to the Customer; or

7.1.5 which is likely in Magrathea's opinion to result in Magrathea incurring a loss in respect of such Call; or

7.1.6 which falls within the definition of Artificially Inflated Traffic contained in Annex E of BT's Network Charge Control Standard Interconnect Agreement or in Annex B of Eircom's Reference Interconnect Offering.

- 7.2 Magrathea shall not make any payments to the Customer in respect of Suspect Traffic.
- 7.3 Magrathea reserves the right to reclaim any payments made to the Customer in respect of Suspect Traffic, either directly or by way or set-off against future out-payments.

8. NUMBER PORTABILITY

- 8.1 Magrathea will comply with requests for Number Portability on reasonable terms from other communications network operators as soon as is reasonably practicable.
- 8.2 This Clause 8.2 shall apply to Customers who fall within the definition of “Level 2 provider” under the Code. In the event that the Customer ports a Premium Rate Service number which has been allocated to the Customer under this Schedule to another Communications Provider then the Customer agrees to compensate Magrathea for the cost of the switching capacity utilised by Magrathea in routing Calls to the ported number. The Customer shall, without prejudice to the foregoing, replace such ported Magrathea numbers with numbers provided by its new communications service provider as soon as is reasonably practicable, and in any event within 7 days of a request from Magrathea to do so. The provisions of this Clause 8.2 shall continue to apply after termination of the Service.

9. THIS SCHEDULE TO PREVAIL

- 9.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

Customer Signature:
Name:
Title:
Company Name:
Date:

Magrathea Signature:
Name:
Title:
Date: