

SCHEDULE THREE

WHOLESALE GEOGRAPHIC NUMBER SERVICE

1. INTERPRETATION AND DEFINITIONS

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

“Act”	the Communications Act, 2003 or the Communications Regulation (Amendment) Act 2007, 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;
“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 who is the ultimate user of the service;
“Geographic Number”	in the UK, a number commencing with the digits 01, 02 or 03; in Ireland, a telephone number which is linked to a geographic area of Ireland;
“Minimum Term”	one year from the Service Commencement Date;
“NRA or National Regulatory Authority”	Ofcom or ComReg, as the context requires;
“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;

“Number Portability”	a facility which enables End Users to change their service provider whilst retaining their existing telephone number;
“Ofcom”	the UK’s Office of Communications, or any successor body;
“Ported number”	a geographic number that the client ports in to their numbering account from a different range holder to Magrathea
“Price List”	the UK Geographic Numbers Price List, or the Irish Geographic Numbers Price List, as published by Magrathea from time to time, as the context requires;
“Service Commencement Date”	the date on which the first Service Number is allocated;
“Service Number”	a Geographic Number which is allocated by Magrathea 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 provided under this Schedule 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 Geographic 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. Magrathea may also 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.
- 3.2 For numbers allocated by a team member, Magrathea shall notify the Customer by Email when Service Numbers are ready for use.
- 3.3 In the event of the termination of this Schedule, Magrathea agrees not to re-allocate Service Numbers to a third party for a period of three months from the termination date.
- 3.4 Magrathea will convey calls to the Service Numbers 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.

- 4.2 The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that those services comply with the Act, the TSA and this Schedule.
- 4.3 The Customer agrees to manage the Service Numbers prudently and efficiently and return Service Numbers to Magrathea in the event that they remain unused for a period of 3 months. 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.
- 4.4 The Customer undertakes to comply with the Act, the Numbering Plan the Numbering Conventions and any guidance notes and codes of practice pertaining to the use of telephone numbers that the NRA publishes from time to time.
- 4.5 Magrathea may recover from the Customer all fines, claims or administrative expenses charged to Magrathea by the NRA or any other relevant authority resulting from a breach of the provisions of this Schedule by the Customer.
- 4.6 For each Irish Geographic Number the Customer shall ensure that the End User has an address within the geographic numbering area covered by that particular National Destination Code, as specified in the Numbering Plan, and shall obtain and validate proof of such address and shall make such evidence available to Magrathea on demand. Failure to carry out such checks or to make such records available will result in the immediate termination of services provided under this Schedule.

5. EARLY TERMINATION CHARGE

- 5.1 In the event that the Customer migrates a Service Number to a third-party network operator or otherwise terminates this Schedule 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 AND PAYMENT

- 6.1. In consideration of the provision of the Service Numbers, the Customer will pay Magrathea a monthly charge per Service Number according to the Price List.
- 6.2 All charges detailed in the Price List shall be exclusive of all taxes or duties.
- 6.3 Subject to Clause 7 below, the minimum charge payable by the Customer is £100 per month.
- 6.4 Magrathea may vary the Charges detailed in the Price List at any time upon provision to

the Customer of thirty days' written notice of such change.

- 6.5 Magrathea reserves the right to impose an additional allocation charge for "golden numbers", whether allocated through the Numbering API or directly by an employee of Magrathea. The maximum allocation charge that will be applied for any number that is allocated through the API is £500. This maximum does not apply to numbers allocated by Magrathea employees.
- 6.6 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 Agreement or otherwise.
- 6.7 Subject to Clause 6.8 below, Magrathea will not charge the Customer for calls to the Service Numbers except where expressly agreed in writing.
- 6.8 Notwithstanding Clause 6.7 above, the Customer accepts full responsibility for any sums charged to Magrathea by another communications provider in relation to the use of the Service Numbers, such as charges in relation to reverse charge calls. Any such charges will be invoiced to the Customer subject to an additional handling charge of 25% of the amount charged to Magrathea.
- 6.9 A maximum of ten concurrent calls will be allowed on each number allocated. This limit may be increased, at Magrathea's discretion, on receipt of a traffic forecast. Magrathea may apply additional charges in the event that this limit is exceeded.
- 6.10 Magrathea will not make outpayments to the Customer in respect of calls to the Service Numbers.
- 6.11 In consideration of the Ported numbers, charging may vary to the clauses above. Magrathea may request information from clients on their business case for the use of the Ported numbers, including inbound traffic forecasts. Magrathea reserve the right to move clients to a capacity-based charge structure for the Ported numbers.

7. PRODUCT TRIAL

- 7.1 The Customer may use the Wholesale Geographic Number Service on a trial basis, prior to offering services to End Users, with up to 25 Service Numbers ("Product Trial").
- 7.2 The charge for the Product Trial is as specified in the Price List.
- 7.3 Customers may not use numbers provided for the Product Trial for the provision of commercial service to End Users.
- 7.4 Portability is not available to Customers on the Product Trial.
- 7.5 A maximum of two concurrent Calls will be allowed on each number allocated for the Product Trial.

- 7.6 In the event of the Customer requesting more than 25 numbers, the Product Trial will end, Magrathea will automatically place the Customer on the Standard Rate and the monthly minimum of £100 will become due from the beginning of the following month.

8. TRAFFIC FORECAST

- 8.1 The Customer shall provide Magrathea with a forecast of call volumes to the Service Numbers upon request and when they are aware of expected increases or decreases in volumes.
- 8.2 In the event that Magrathea requests a traffic forecast and the Customer either fails to provide such forecast or fails to adhere to a forecast which it has provided, then Magrathea shall have the right to restrict the amount of Service Numbers provided under this Schedule.

9. NUMBER PORTABILITY

- 9.1 Magrathea will comply with requests for Number Portability on reasonable terms from other communications network operators as soon as is reasonably practicable.

10. THIS SCHEDULE TO PREVAIL

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

Customer Signature:

Print Name:

Company Name:

Date:

Magrathea Signature:

Print Name:

Date: