Introduction to Vodafone Ireland's MVCT RIO.

The following document is Vodafone Ireland's "reference interconnect offer" ('RIO') published pursuant to ComReg's Decision Notice D11/05. This document does not constitute an offer capable of acceptance or a template contract intended to act as a first draft for negotiations. It is a reference document so that third parties seeking to interconnect with Vodafone for mobile voice call termination on Vodafone's network can gain an overview and understanding of the style of contract they will be required to enter. The contract is specifically drafted solely for parties seeking to terminate mobile voice calls on Vodafone's network and it is not intended to establish a framework for any other Vodafone interconnect services or for situations where the applicant and Vodafone may both require interconnection and termination on each other's networks.

It is Vodafone's intention that the majority of its mobile voice call termination ('MVCT') agreements would be in substantially the same format as this reference document. However individual negotiations may lead to amendments for particular applicants on a case by case basis. For example the results of Vodafone's credit management assessments (as outlined in clause 9) may require the tailoring of any number of clauses such as payment terms, notice periods, etc.

Applicants for MVCT on Vodafone's network should be aware that Vodafone will conduct a credit assessment (similar to the process described in clause 9) of their ability to pay the charges prior to the execution of any interconnect agreement and that any pre-conditions established as part of that process will need to be satisfied prior to or on execution of the agreement.

The services covered by this MVCT Agreement are strictly limited to MVCT and those related services that are necessary for the proper implementation of MVCT, as further described in the Annex II to the RIO.

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VODAFONE INTERCONNECT AGREEMENT

FOR

MOBILE VOICE CALL TERMINATION

AND

RELATED ANCILLIARY SERVICES

BETWEEN

VODAFONE IRELAND LIMITED

AND

[OAO]

Subject to Contract / Contract Denied

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THIS AGREEMENT is made on the

_____ day of _____, 200_____.

BETWEEN

VODAFONE IRELAND LIMITED having its registered office at MountainView, Leopardstown, Dublin 18, Ireland (hereinafter referred to as "Vodafone")

AND

OAO having its registered office at insert registered office (hereinafter referred to as "OAO");

throughout this MVCT Agreement and where the context so admits or requires, Vodafone and OAO are individually referred to as a "Party" and collectively as "the Parties".

WHEREAS:

A. Vodafone and OAO are authorised operators of Electronic Communication Networks and/or the providers of Electronic Communication Services in Ireland pursuant the Authorisation Regulations; and

B. the Parties have agreed to interconnect their respective Networks so as to enable OAO to terminate mobile voice calls on Vodafone's Network; and

C. the Parties have agreed that the aforementioned mobile voice call termination ('MVCT')will also require the provision of certain other related services and facilities (as described herein); and

D. the Parties have agreed that such services will be provided by Vodafone on the terms and conditions set out in this MVCT Agreement; and

E. the Parties have accordingly agreed to enter this MVCT Agreement.

NOW IT IS AGREED AS FOLLOWS

1. Definitions and Interpretation

1.1. In this MVCT Agreement, except where the context requires otherwise, words, phrases and expressions shall have the meanings assigned to them in the table below. Cognate words, phrases or expressions derived from the defined terms shall bear the same meanings as the defined term modified solely as the context requires:

Word, Phrase, Expression	Assigned Meaning
"Agreed Calls"	mobile voice calls for termination on Vodafone's network being Calls described in Service Schedule [A1] (appended hereto).
"Answer Signal"	the signal required by OAO's Network to indicate connection to the called party.
"Authorisation Regulation"	the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations, 2003 (SI 306 of 2003).
"Authorisation"	general authorisation to provide Electronic Communications Networks or Electronic Communications Services pursuant to the Authorisation

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	Regulations.
"Billed Party"	A reference to OAO in the context of an invoice produced by Vodafone acting as Billing Party (as defined below).
"Billing Dispute Procedure"	the process set out in paragraph 6 of Annex 1 for the resolution of disputes related to billing.
"Billing Information"	the information (including without limitation the information referred to in paragraphs 2.2 and 2.3 of Annex I) as agreed by the Parties to enable the Billed Party to validate an invoice that must be provided by the Billing Party to support invoices issued pursuant to this MVCT Agreement.
"Billing Party"	a reference to Vodafone in the context of the issuing of an invoice to OAO.
"Billing Period"	the agreed intervals at which billing takes place under this MVCT Agreement.
"Billing System"	all hardware, software, equipment and processes used for the production and verification of Interconnect billing and invoice information.
"Call"	a transmission path through telecommunications networks for the sending of mobile voice messages; 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 of a mobile voice message (if any) over such transmission path in accordance with this MVCT Agreement.
"Calling Line Identification" or "CLI"	calling line identification as defined by the ITU-T.
"Charges"	the charges for the MVCT Services (calculated in accordance with the rates and calculation mechanisms set out in Annex II) or the Switch Port Charges or such other charges as may be charged hereunder or all or any of the foregoing.
"ComReg"	the Commission for Communications Regulation (or such other statutory body as may be lawfully charged the statutory duties for the regulation of the telecommunications industry as may replace, substitute or subsume ComReg from time to time).
"Confidential Information"	all information in whatever form (including but without limitation, written, oral, visual and electronic forms) (including but not limited to ideas, discoveries, inventions, specifications, formulae, computer programmes and systems, drawings, patents, designs, configurations, models, requirements, processes, operations, agent and customer information, product and service information, call traffic and tariff information, business plans, forecasts, studies, memoranda, reports, financial / commercial / marketing / technical / organisational or trading information, trade or manufacturing secrets, and intellectual and industrial property rights belonging to the Parties), which is directly or indirectly disclosed by one Party to the other pursuant to this MVCT Agreement or which is learned by a Party through observations made during visits to any premises of the other Party or its agents and which may reasonably be regarded as confidential in nature.
"Credit Management Process"	Vodafone's process for managing credit as set out in clause 9 of this MVCT Agreement.
"Data Management Amendment"	such data reconfiguration of Vodafone's Network as is necessary for the access, routing and charging of Calls, the data reconfiguration being necessitated by changes to a Network element of OAO; for the purposes of

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	this definition a Network element shall be a single Interconnect Node or the transmission equipment associated with a single point of Interconnect.
"Default Interest Rate"	two percent per annum above the three month EURIBOR rate as on the Due Date.
"Dispute"	a disagreement between the Parties relating to the implementation application or interpretation of this MVCT Agreement (expressly excluding those matters identified in clause 17.10).
"Due Date"	thirty (30) calendar days after the date of issue of an invoice.
"Electronic Communications Networks"	shall have the meaning assigned to it in the Framework Regulations.
"Electronic Communications Services"	shall have the meaning assigned to it in the Framework Regulations.
"Force Majeure"	any act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (whether or not involving a Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
"Framework Regulations"	the European Communities (Electronic Communications Networks and Services)(Framework) Regulations, 2003.
"Implementation Plan"	the plan the Parties may agree outlining responsibilities and timings for implementing Interconnect (or any aspect thereof).
"Intellectual Property Rights"	any patent, copyright, design, trade name, trademark, service mark, database right or other intellectual or industrial property right (whether registered or not as may be exercised in any part of the world) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual or industrial property.
"Interconnect Link"	a connection between a Vodafone Interconnect Node and an OAO Interconnect Node.
"Interconnect Network"	the combination of all the Interconnect Links between the two Parties representing the totality of the connection of the Parties' Networks.
"Interconnect Node"	a Vodafone Interconnect Node or an OAO Interconnect Node situated in the Republic of Ireland.
"Interconnect Path"	a single 2 Mbit\s circuit between the Interconnect Nodes of the Parties.
"Interconnect Route"	a uniquely identifiable combination of Interconnect Paths (or parts thereof) connecting two Interconnect Nodes.
"Interconnect Traffic"	telecommunications traffic conveyed from OAO to Vodafone by way of Interconnect.
"Interconnect"	the connection of the Vodafone and OAO Networks in the Republic of Ireland for the provision, *inter alia*, of the MVCT Services.
"Irish National Numbering	the scheme operated by ComReg for the allocation of number ranges for

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Scheme"	telecommunications services.
"Licence"	any authorisation, permit or telecommunications licence issued to a Party by ComReg.
"Mobile Voice Calls"	Calls sent from the OAO Network for termination on the Vodafone Network.
"MVCT Agreement"	the main body of this interconnect agreement for mobile voice call termination and related services, the annexes hereto and the appendices thereto.
"National Porting Database"	the database owned and operated by the mobile network operators in Ireland to facilitate mobile number portability (and related matters such as accurate call routing, etc)
"Network Alteration"	a physical change of a Vodafone's Network to ensure continued efficient operation of the Interconnect necessitated by a change made by OAO to its own Network (excluding such changes included or provided for in the Network Plan).
"Network Information Recorded Announcement"	an announcement provided by a Network operator providing information to the caller.
"Network Plan"	the plan contained in Annex III.
"Network"	the total infrastructure operated by a Party hereto to provide telecommunications services.
"New Interconnect Committed Level"	the level of interconnect Switch Ports the Parties agree are to be implemented in accordance with Section 3.2 of the Operations and Maintenance Manual.
"Non-Agreed Calls"	Calls sent from OAO's Network that terminate on Vodafone's Network accessing a service not being a MVCT Service and not covered by a separate agreement.
"OAO Interconnect Node"	OAO switching centre(s) as identified in Section 3 of Annex III.
"Operations and Maintenance Manual"	the document that defines the joint operational and maintenance procedures relating to the Interconnect Network.
"Originating Party"	OAO.
"Prohibited CLI Call"	CLI originated on any network for delivery to another Network for the purpose of establishing return Calls to the numbers allocated by ComReg to the operator on whose network the CLI originated.
"PSTN" or "Public Switched Telephone Network"	a fixed telecommunications network.
"MVCT Pricelist"	The document setting out the charges for the MVCT Services. The MVCT Pricelist will be published on the Vodafone Ireland website and may be amended from time to time.
"MVCT Service"	the interconnect services that are set out in Annex II that may be provided on the Interconnect Network. Vodafone may from time to time add to the portfolio of products or services that it classes as MVCT Services.
"Rounding Rules "	any rule, algorithm or other means applied by an Interconnect Node or Billing System used in the calculation of the billable duration of a Call.
"Service Schedules"	the schedules comprising Annex II constituting the MVCT Services which

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	form the basis on which Calls are conveyed on the Interconnect.
"Steady State Committed Level"	the level of Switch Ports the Parties agree are to be implemented in accordance with the provisions of Section 3.3 of the Operations and Maintenance Manual.
"Switch Port Charges"	the initial installation charge and ongoing quarterly rental charges set out in Annex IV that OAO shall incur as a result of its use of a switch termination.
"Switch Port"	the hardware and software necessary for terminating an Interconnect Path on an Interconnect Node.
"Terminating Party"	Vodafone.
"Vodafone Interconnect Call Usage Report"	A report as defined in Section 3.1 of Annex I.
"Vodafone Interconnect Node"	The Vodafone switching centre(s) as identified in Section 3 of Annex III.
"Vodafone Switch Port Report"	A report as defined in Section 3.2 of Annex I.
"Working Day"	any day other than Saturdays, Sundays, public or bank holiday in Ireland.

1.2. The documents, schedules and/or appendices listed below form part of this MVCT Agreement as if they were set out in the main body of this MVCT Agreement save and except that in the event of any inconsistencies or conflicts between them, the following order of precedence shall prevail:

1. The main body of this MVCT Agreement;
2. Annex I - Billing and Payment;
3. Annex II - Service Schedules.

Document 1 shall take precedence over documents 2 and 3, document 2 shall take precedence over document 3, etc.

1.3. In this MVCT Agreement unless the context otherwise requires or unless otherwise specified, any reference to any statute, statutory provision or to any act, order or regulation shall be construed as a reference to that statute, provision, act, order or regulation as enacted, modified, repealed and replaced or as re-enacted from time to time.

1.4. Any reference to a clause, sub-clause, section, paragraph or sub-paragraph shall be a reference to the clause, sub-clause, section, paragraph or sub-paragraph of the provision in which the reference is contained unless it appears from the context that a reference to some other provision is intended.

1.5. The captions and headings in this MVCT Agreement are for convenience of reference only and shall not be considered a part of this MVCT Agreement and shall not affect the construction or interpretation of this MVCT Agreement.

1.6. Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter and vice versa.

1.7. Words such as "hereunder" "hereto" "hereof" and other words commencing with "here" shall, unless the context clearly indicates to the contrary refer to the whole of this MVCT Agreement and not to any particular section or clause thereof.

2. Commencement and Duration

2.1. This MVCT Agreement shall take effect on the date hereof and shall continue until the earlier of:

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(a) a Party ceasing to be Authorised to operate Electronic Communications Networks or to provide Electronic Communications Services pursuant to the Authorisation Regulations; or

(b) its termination pursuant to the terms hereof.

3. Network Interconnect

3.1. On receipt of a request for the implementation of one or more MVCT Services from OAO Vodafone shall Interconnect its Network with OAO's Network the purposes of providing the requested MVCT Services.

3.2. On receipt of OAO's request for Interconnect, Vodafone shall be entitled to levy charges on OAO for the activities that Vodafone undertakes to implement the Interconnect. Such activities shall include, but shall not be limited to, activities undertaken in the areas of billing testing, network inter-working testing (including signalling) and service enablement testing.

3.3. Vodafone will also be entitled to charge OAO for activities undertaken by it on foot of OAO's statements of requirements and/or requests relating to MVCT Services (or similar documents) submitted to Vodafone notwithstanding that those activities may relate to requirements or requests that are not comprised in the Interconnect as eventually implemented.

3.4. Nothing in this MVCT Agreement shall be construed or interpreted as obliging a Party to request the Interconnection of its Network with that of the other Party. Each Party shall, at its sole discretion, determine when it shall request Interconnection with the other Party.

3.5. OAO shall not be obliged to avail of all MVCT Services provided by Vodafone and shall be entitled from time to time to select those MVCT Services that it requires. OAO acknowledges that certain MVCT Services may be dependent on other MVCT Services and in that regard OAO acknowledges that ordering certain MVCT Services may oblige it to avail of other related MVCT Services.

3.6. All calls originated on OAO's Network or transited via the OAO's Network and intended for termination on numbers hosted on the Vodafone Network shall be terminated into Vodafone's Network solely by means of network-to-network Interconnection either as facilitated by this MVCT Agreement or using the Electronic Communications Network of another authorised Network operator having a similar MVCT interconnect agreement with Vodafone. Failure to observe the provisions of this clause 3.6 shall constitute a material breach of this MVCT Agreement for the purposes of clause 18.4(f).

3.7. OAO agrees that it should not hand-over or convey calls destined for any service that is not a MVCT Service.

3.8. The Parties acknowledge that from time to time Non-Agreed Calls may be conveyed by OAO to Vodafone. In such an event, the Parties agree that Vodafone will be entitled to charge OAO for such Non-Agreed Calls. The charges applicable to such Non-Agreed Calls shall be those charges that Vodafone normally charges third parties Interconnected with Vodafone who hand over such Calls as Agreed Calls pursuant to their interconnect agreement with Vodafone. Where Vodafone does not offer commercial access to a particular call type it shall be entitled in its sole discretion to block access to Non-Agreed calls of this type.

3.9. For the avoidance of doubt, Non-Agreed Calls may relate to services that are accessed by means of calls originated or terminated on OAO's Network.

3.10. OAO will be responsible for the blocking of Non-Agreed calls.

3.11. The details of how Interconnection between the Parties' Networks shall be achieved are set out in the Network Plan.

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3.12. Separate Interconnect Paths will be provided to carry the Call traffic of OAO to Vodafone. Each individual Service Schedule will identify the appropriate Interconnect Path to be used for the particular MVCT Service described in that Service Schedule.

3.13. The cost of the installation, operation and ongoing maintenance of individual Interconnect Paths shall be borne in full by OAO.

3.14. OAO shall be wholly responsible for providing sufficient capacity to meet its agreed forecasted Call traffic requirements. Capacity may only be increased in units of 2Mbit/s Interconnect Paths or multiples thereof.

3.15. Vodafone will be required to install a Switch Port for each Interconnect Path required by OAO. Vodafone shall be entitled to charge OAO the Switch Port Charges in respect for each Switch Port so required.

4. MVCT Services

4.1. MVCT Services shall consist solely of those services set out in the Service Schedules to be provided to OAO by Vodafone once requested by OAO, as provided for in clause 3 above.

4.2. Further details of the terms and conditions applying to specific MVCT Services are included in the Service Schedules.

4.3. Vodafone agrees to provide the MVCT Services in accordance with:

(a) the terms and conditions hereof; and

(b) all applicable laws and regulations; and

(c) all valid directions or decisions of regulatory authorities with competent authority.

4.4. For the Term of this MVCT Agreement each Party shall ensure that:

(a) It does not use (including permitting, tolerating or allowing others to use) any MVCT Service for improper, fraudulent or unlawful purposes: and

(b) it holds and maintains all statutory Authorisations, Licences and registrations as are required to perform its obligations hereunder and which are appropriate to or necessary for its provision/receipt of the MVCT Services.

4.5. For the Term of this MVCT Agreement OAO shall ensure that it will not use or avail of Vodafone's MVCT Services in a manner so as to place Vodafone in breach of such any Authorisation, Licence or registration.

4.6. For the avoidance of doubt Vodafone shall have any obligation to convey or terminate Call traffic of any class, category or nature unless there is express provision to do so in a Service Schedule.

5. Charges.

5.1. Vodafone shall charge OAO the appropriate Charges calculated in accordance with the rates and charging mechanisms all as more particularly set out in each Service Schedule and the Vodafone MVCT Pricelist in respect of each MVCT Service. The MVCT Pricelist may be amended from time to time and the relevant charge applicable to any service or event shall be that which is effective on the date of the use of the service or the occurrence of the event.

5.2. OAO shall pay the Service Establishment Fee as set out in the Vodafone MVCT Pricelist and in accordance with the relevant Service Schedule.

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5.3. The chargeable time for each Call shall be the "conversation time" in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar de Plata, 1968; amended at Melbourne, 1988).

5.4. Save as may be otherwise provided in a Service Schedule, Charges shall not be payable under this MVCT Agreement by OAO for the conveyance of a Call if the Call is not connected, including when there is a "ring tone" with no reply, an "engaged tone", a "number unobtainable tone" or any Network Information Recorded Announcement. For the avoidance of doubt customer and Network voicemail systems shall not be regarded as a Network Information Recorded Announcements.

5.5. If at any time during the Term Vodafone has had cause to implement the Credit Management Process (or has implemented a similar process prior to the execution hereof) and has determined that the appropriate financial security required of OAO is the pre-payment of monthly invoices the following shall apply:

First 12 months of the term

(a) If pre-payments are required during the first six months of the Term, Vodafone shall be entitled to invoice OAO monthly in advance of the start of each calendar month. Such invoices shall be calculated based on either the higher of OAO's forecasted Call traffic due termination on Vodafone's Network for the month OR (in the event that Vodafone believes OAO to be under-forecasting its Call traffic) the highest Call traffic volume reached in any of the three calendar months immediately preceding the month of the invoice.

Thereafter

(b) If prepayments are still required by Vodafone after the expiry of the first twelve months of the Term then Vodafone shall calculate its invoice based on the average of the Call traffic for the two months immediately preceding the month to which an invoice relates to calculate the amount of the invoice to be issued to OAO.

General

(c) All such invoices raised in respect of pre-payments shall be paid in full by the Due Date (being the final day of the calendar month in which the invoice was issued).

(d) The Parties agree that any reconciliation required as a result of the Call traffic terminated by Vodafone in the given month either exceeding or being below the forecasted or estimated Call traffic (as provided for in clauses 5.5(a) and (b)) shall be addressed by means of supplemental invoicing or crediting by Vodafone in the invoice for the month next following payment.

6. Ordering Services

6.1. This MVCT Agreement relates solely to the MVCT Services and does not apply to any other interconnect or other services that Vodafone may offer from time to time.

6.2. Following a request for a MVCT Service Vodafone shall offer OAO a Service Schedule in respect of the requested service or facility on Vodafone's then current standard terms.

6.3. OAO shall, at the time of making its request for services, provide Vodafone with a written statement of its requirements. Vodafone shall acknowledge receipt of such requests not later than five (5) Working Days after receipt.

6.4. Not later than one (1) month (unless otherwise agreed by the Parties) after receipt of a statement of requirements, Vodafone shall confirm if the statement of requirements is sufficient. In the event that Vodafone believes that the statement of requirements is inadequate, or requires further detail, Vodafone shall be entitled to request such further clarifications as it may reasonably require.

6.5. Subject to OAO's statement of requirements being acceptable to Vodafone, Vodafone shall, no later than two (2) months after the receipt of OAO's statement of requirements (unless a longer period has been agreed by the Parties) confirm in writing whether or not it is willing to enter into a Service Schedule in respect of the requested services/facilities.

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6.6. Where Vodafone agrees to enter such a Service Schedule, Vodafone shall endeavour to agree the technical, operational and commercial aspects of the Service Schedule with OAO within seventy five (75) calendar days of date on which it communicated its willingness to proceed to OAO.

6.7. If Vodafone indicates that it is not willing to enter into a Service Schedule in respect of the requested services, OAO, at its sole discretion, may elect to consider the refusal as a Dispute and may initiate the dispute resolution procedure as set out in clause 17. Notwithstanding the existence of a Dispute, negotiations in respect of the disputed service or any other Interconnect Service may continue between the Parties pending resolution of the Dispute.

7. Measurement of Traffic

7.1. Vodafone shall be the Party that is primarily responsible for Call traffic measurement in respect of the MVCT Service so provided. Notwithstanding the foregoing, both Parties shall record measurements of Call traffic in sufficient detail to meet their obligations as set out herein.

8. Billing and Payment

8.1. Vodafone shall invoice OAO and OAO shall pay Vodafone in accordance with the procedures outlined in Annex I.

8.2. No Charges shall be payable under this MVCT Agreement unless such Charges are expressly set out or referred to in this MVCT Agreement.

8.3. The Rounding Rules that relate to the calculation of chargeable services and that are to be applied by the Parties respective Interconnect Nodes and/or Billing Systems in relation to the calculation of chargeable services shall be acknowledged and agreed by the Parties.

8.4. The Charges set out in this MVCT Agreement and associated MVCT Pricelist are stated exclusive of VAT (save where such Charges are expressly stated to be inclusive of VAT). VAT will be levied on all invoices issued pursuant to the terms of this MVCT Agreement.

8.5. All invoices issued pursuant to this MVCT Agreement shall be issued and payable in Euro.

8.6. Vodafone shall invoice OAO for all amounts due to it, calculated strictly in accordance with the provisions of Annexes I and II. All invoices shall be promptly paid by their Due Date.

9. Credit Management Process

9.1. Upon execution of this MVCT Agreement Vodafone may require such financial security from OAO as Vodafone in its reasonable opinion regards as adequate to protect Vodafone against breach by OAO of the payment provisions of this MVCT Agreement. This financial security may be provided by a means such as pre-payment of monthly invoices, cash deposit, bank deposit or guarantee. OAO shall be entitled to suggest alternative financial proposals or mechanisms for the provision of security to Vodafone, and Vodafone may, at it sole discretion, accept, modify, adapt or refuse such proposed alternatives.

9.2. At any time during the Term of this MVCT Agreement:

(a) OAO is more than one month in arrears with any payment obligations arising hereunder (excluding such amounts as are subject to the provisions of the Billing Dispute Procedure); or

(b) this Credit Management Process has been invoked pursuant to clause 18.7; or

(c) Vodafone has reasonable objective information to ground suspicions that OAO's financial circumstances have altered detrimentally:

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THEN Vodafone may require OAO to provide such financial security as Vodafone in its reasonable opinion regards as adequate protection against breach by OAO of the payment provisions of this MVCT Agreement.

9.3. The Parties agree that any financial security required as a result of the Credit Management Process shall be provided within fifteen (15) Working Days of the date of request.

9.4. In the event that OAO either:

(a) fails to pay any invoice issued by Vodafone hereunder by the Due Date and does not legitimately invoke the Billing Dispute Procedure within the permitted timescales; or

(b) invokes the Billing Dispute Procedure but fails to adhere to the procedures set out therein;

THEN it is agreed that Vodafone shall be entitled to retain such part of any monies deposited with Vodafone hereunder or to enforce its rights under any bond or other financial security provided so as to meet the payment of the relevant invoice issued by Vodafone (together with applicable interest thereon).

10. Network Design and Planning

10.1. The design and planning of the Interconnect Network is set out in the Network Plan. The Network Plan shall cover a 2 year planning period.

10.2. Subject to clause 10.3 the Network Plan shall be reviewed and (where necessary) updated on each anniversary of this MVCT Agreement or otherwise from time to time as may be agreed by the Parties.

10.3. The planning year, in respect of the Interconnect Network and the Network Plan shall commence from the date of execution of this MVCT Agreement. During the first six months of the Term of this MVCT Agreement the Parties will undertake an ongoing review of the Network Plan.

10.4. OAO shall provide Vodafone with capacity forecasts in accordance with the procedures outlined on the Operations and Maintenance Manual.

10.5. During the initial twelve (12) months of the Term of this MVCT Agreement where the Switch Port capacity ordered by OAO is less than the “New Interconnect Committed Level” (as defined in Section 3.2 of the Operations and Maintenance Manual), OAO shall, in respect of every Switch Port included in the New Interconnect Committed Level but subsequently not ordered, pay Vodafone twelve (12) month’s “rental fee” and fifty per cent (50%) of the “connection fee” set out in the Switch Port Charges.

10.6. In respect of Steady State Interconnects, where Switch Port capacity ordered by OAO is less than the Steady State Committed Level (as defined in Section 3.3 of the Operations and Maintenance Manual) then OAO agrees to pay Vodafone twelve (12) months “rental fee” as set out in the Switch Port Charges for each Switch Port that is included in the Steady State Committed Level but which is not ordered.

10.7. Where OAO cancels ordered Switch Port capacity before the requested implementation date for the Switch Part but the order has already been acknowledged by Vodafone, OAO shall pay Vodafone one (1) years rental fee for each Switch Port so cancelled.

11. Network Alteration and Data Management Amendment

11.1. OAO may request Vodafone to make Network Alterations. The Parties agree that twelve (12) weeks notice shall be provided by OAO for every Network Alteration request.

11.2. Vodafone shall consider the Network Alteration request submitted to it by the OAO and:

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(a) if Vodafone is in a position to implement the requested Network Alteration, it will within four (4) weeks of the date of receipt of the Network Alteration request, provide OAO with an estimate of the cost involved in making the requested alterations. Network Alterations shall be carried out within the timescales agreed by the Parties. For the avoidance of doubt, the cost of implementing Network Alterations shall be borne solely by OAO; or

(b) if Vodafone cannot implement the requested Network Alteration or cannot implement the requested network Alteration within the timescales requested by OAO, Vodafone will advise the OAO within two (2) weeks of the date of receipt of the Network Alteration request. The Parties agree that in these circumstances they will make reasonable efforts to resolve the situation, including, where a Party considers it necessary initiating the dispute resolution process set out in clause 17.

11.3. In addition or in the alternative to Network Alterations, OAO may also request Vodafone to make Data Management Amendments. The Parties agree that they will endeavour to minimise the number of Data Management Amendments requested of the other Party; in particular, but without prejudice to the generality of the foregoing, the Parties agree to limit the likely number of Data Management Amendments by limiting the level of digit analysis carried out in their respective Networks to the level required to ensure efficient call routing and to provide the Billing Information.

11.4. In order to ensure the timely implementation of Data Management Amendments, OAO will notify Vodafone of its proposed Data Management Amendment at least six (6) weeks prior to the desired implementation date for the Data Management Amendment.

11.5. Vodafone shall consider Data Management Amendment requests submitted to it by the OAO:

(a) if Vodafone cannot implement the requested Data Management Amendment or cannot implement the requested Network Alteration within the timescales requested by OAO, Vodafone will advise OAO within two (2) weeks of the date of receipt of the Data Management Amendment request. The Parties agree that in these circumstances they will make reasonable efforts to resolve the situation, including, where a Party considers it necessary initiating the dispute resolution process set out in clause 17.

(b) Subject to clause 11.6 the following Data Management Amendments shall be implemented by Vodafone within six (6) weeks of the Data Management Amendment request and without charge to OAO:

(i) Data Management Amendments required for route management purposes that the Parties agree are necessary for the efficient operation of Interconnect.

(ii) Data Management Amendments that are agreed to be of mutual benefit to the Parties or beneficial to Vodafone.

(c) For all other Data Management Amendments, if Vodafone can implement the proposed Data Management Amendment, it shall, within two (2) weeks of receipt of the Data Management Amendment request, advise OAO of the charge for implementing the requested Data Management Amendment.

11.6. The minimum charge for implementing a Data Management Amendment is set out in the MVCT Price List. Vodafone shall be entitled to charge a fee higher than the minimum charge set out in the MVCT Price List where such a charge is merited having regard to the nature of the Data Management Amendment requested by OAO.

11.7. Vodafone shall implement agreed Data Management Amendments within four (4) weeks of OAO agreeing to pay the applicable charges.

11.8. OAO shall be solely and wholly responsible for the accuracy of information contained in Data Management Amendment requests. Vodafone will be entitled to charge OAO for Data Management Amendments that are requested to amend and/or correct previously implemented

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Data Management Amendments as a result of inaccurate or incomplete information provided by OAO.

11.9. For the avoidance of doubt and notwithstanding any of the payment provisions set out in this clause 11, any works equivalent to a Network Alteration or a Data Management Amendment shall be carried out at each Party's own cost and expense if such activity is comprehended in the Network Plan. The Parties shall not be entitled to classify any works necessitated by an agreed Network Plan as Network Alterations or Data Management Amendments.

11.10. The Parties shall use reasonable endeavours to resolve any Disputes that arise in respect of Network Alterations or Data Management Amendments including, where considered necessary, by initiating the dispute resolution process set out in clause 17.

12. Network Safety and Protection

12.1. Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this MVCT Agreement to ensure that its Network does not:

(a) endanger the safety or health of employees, contractors, agents or customers of the other Party; or

(b) damage, interfere with or cause any deterioration in the operation of the other Party's Network.

12.2. The Parties shall not connect (or knowingly permit the connection to its Network of) any equipment or apparatus including, but not limited, terminal equipment, that is not approved by applicable approvals authorities.

13. Numbering, CLI and Porting

13.1. Each Party shall use telephone numbers in accordance with the Irish National Numbering Scheme and shall comply with the numbering provisions contained in the Network Plan.

13.2. The passing of Calling Line Identification ('CLI') from OAO to Vodafone shall be allowed for presentation purposes in accordance with the CLI Code of Practice. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the applicable data protection legislation.

13.3. OAO agrees that it will not originate Prohibited CLI Calls on its Network for termination on Vodafone's Network. If Vodafone detects Prohibited CLI Calls originated from OAO's Network, it shall be entitled to refuse to convey these calls.

13.4. Where OAO has access to the National Porting Database and utilises same for the routing of Calls, OAO agrees to keep and maintain its information in respect of the National Porting Database accurate and up-to-date. OAO further agrees to up-date the National Porting Database data that it utilises for Call routing in a timely manner and to hand-over Calls to the correct terminating mobile network operator.

13.5. OAO acknowledges that the hand-over of calls to the incorrect terminating mobile network operator on the basis of an incorrect routing prefix ands/or failure to convey calls to the correct terminating mobile network operator may result in the non-conveyance and/or non-termination of such Calls. In the absence of a separate and express agreement between the Parties for such a service, Vodafone shall be under no obligation to terminate such Calls or to forward such calls to the correct terminating mobile network operator.

13.6. Where OAO does not have access to the National Porting Database or hands over traffic to Vodafone solely on the basis of number ranges/network access codes ('NAC') originally allocated to Vodafone, OAO shall discharge all transit and subsequent termination costs incurred by Vodafone as a result of the conveyance of such Call to the appropriate terminating mobile network operator. For the avoidance of doubt Vodafone's assessment of such calls and

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its calculation of the transit and termination charges in respect thereof shall, in the absence of manifest error, be conclusive. Notwithstanding any clause to the contrary contained herein, Vodafone shall be sole arbiter of costs incurred by it for the termination/transit of the Calls described in this clause 13.6 and the originating Party shall not be entitled to invoke the dispute resolution procedure set out in clause 17 in respect of such charges.

14. Provisioning, Operation and Maintenance

14.1. The procedures for the initial installation, implementation, testing and continued operation and maintenance of the Interconnect Network shall be governed by the provisions set out in the Operations and Maintenance Manual.

14.2. The Parties acknowledge that failure to adhere strictly to the processes and procedures set out in the Operations and Maintenance Manual or the Implementation Plan shall not constitute a breach (material or otherwise) of this MVCT Agreement and that the purpose of the Operations and Maintenance Manual and Implementation Plan is to outline best practice and indicative timelines in the area of Interconnect that the Parties shall endeavour to adhere to.

15. Quality of Service

15.1. The Parties shall endeavour to meet the performance standards described in the Operations and Maintenance Manual.

15.2. Neither Party warrants or represents to the other that its systems, Network or the Interconnect Services provided by it are or will be free from faults.

15.3. In the event of any fault adversely affecting the MVCT Services, the affected Party shall notify the other Party of the fault according to the processes outlined in the Operations and Maintenance Manual.

16. Provision of Information

16.1. A Party may request the other Party to supply all relevant information (technical or otherwise) that is reasonably required for effective Interconnect, conveyance of Calls or the provision of MVCT Services (hereafter in this clause 16 “Operational Information”). Subject to its obligations of confidentiality to third parties, the requested Party shall provide such Operational Information to the requesting Party if the requested Party has the relevant Operational Information in its possession and the Operational Information is necessary as a result deficiencies in or the absence of international standards.

16.2. Notwithstanding any provision in the Agreement, a Party shall not be obliged to disclose Operational Information that belongs, refers, or relates to a third party, is subject to a confidentiality obligation and the said third party has not consented to the disclosure.

16.3. The disclosing Party will use reasonable endeavours to ensure that Operational Information disclosed to a receiving Party pursuant to this clause 16 is, to the best of its knowledge, correct at the time of its disclosure.

16.4. If a Party provides Operational Information to the other Party, the disclosing Party shall have obtained all appropriate third party consents prior to disclosure of the Operational Information.

16.5. Subject at all times to clause 24 the Party receiving the Operational Information shall indemnify the disclosing Party and keep the disclosing Party indemnified against all liabilities, claims, costs, demands, damages and expenses that may arise as a result of any failure by the receiving Party to comply with any conditions or restrictions automatically imposed in respect of the disclosure by the operation of clause 19 or any additional conditions or restrictions imposed by the disclosing Party or attaching to any third party consents obtained in respect of the disclosure provided that such additional conditions or restrictions are communicated to the receiving Party prior to or at the time of disclosure.

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16.6. Nothing in this clause 16 shall require a Party to do anything that breaches any statutory or regulatory obligation of confidentiality including, without prejudice to the generality of the foregoing, any obligation pursuant to applicable Irish or EU data protection legislation.

17. Resolution of Disputes (excluding Billing Disputes and Payment Breaches)

17.1. The Parties shall endeavour to resolve any Dispute that arises between them in respect of the operation or interpretation of this MVCT Agreement through negotiation.

17.2. In the first instance negotiations shall be conducted by the representatives of the Parties identified in clause 26 as Level One Representatives ("Level 1 Negotiations"). Level One Negotiations shall be initiated by the Level One Representative of the Party initiating the Dispute setting out in writing the relevant details of the Dispute (including the nature and extent of the Dispute) and communicating the Dispute to the other Party's Level One Representative requesting that dispute resolution be commenced. The Level One representatives shall thereafter meet to discuss the matter and shall endeavour to resolve the Dispute.

17.3. In the event that the Parties fail to resolve a Dispute having conducted Level One Negotiations for no less than two (2) weeks, either Party may escalate the Dispute to Level Two Negotiation by serving notice to that effect ("the First Escalation Notice") upon the other Party's Level Two Representative identified in clause 26.

17.4. The Party serving the First Escalation Notice ("the Notifying Party") shall include in its notice the details of the Dispute (as outlined in clause 17.2) together any material information generated or up-dated during Level One Negotiations.

17.5. The Parties' Second Level Representatives shall meet no later than five (5) Working Days after the date of the First Escalation Notice to discuss in good faith the Dispute with a view to resolving the Dispute ("Level Two Negotiations").

17.6. If the Level Two Negotiations are not successful in resolving the Dispute not less than two (2) weeks after service of the First Escalation Notice, either Party may serve a further notice on the other Party ("the Second Escalation Notice") referring the Dispute to ComReg for determination. All relevant details with regard to the nature and extent of the Dispute generated pursuant to clauses 17.2 and 17.4 together any material information generated or up-dated during Level Two Negotiations shall be furnished to ComReg together with an agreed record of any disputed items that have been agreed at Level One Negotiations or Level Two Negotiations.

17.7. The Party's liaison Level One Representatives and Level Two Representatives for the purposes of this dispute resolution process are specified in clause 26.

17.8. The time limits specified in this clause 17 may be extended but only by mutual agreement of the Parties.

17.9. The dispute resolution procedure set out in this clause 17 is without prejudice to any rights and remedies that may be available to the Parties in respect of any breach or threatened breach of any provision of this MVCT Agreement. Nothing herein shall prevent a Party from:

(a) seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or

(b) automatically referring a Dispute to ComReg without recourse to Level One Negotiations or Level Two Negotiations where the Party has an express statutory right to request a determination or resolution of a Dispute by ComReg. Without prejudice to the foregoing the Parties undertake to each other to utilise Level One Negotiations and Level Two Negotiations in cases where a statutory right to refer to the matter to ComReg for determination/resolution exists prior to referring the Dispute to ComReg save where the disputing Party believes the urgency of importance of the matter warrants immediate referral to ComReg.

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17.10. For the avoidance of doubt this clause 17 shall have no application to disputes specifically addressed by the Billing Dispute Procedure, in respect of Payment Breaches and in respect of charges payable pursuant to clause 13.6).

18. Termination

18.1. A Party hereto may terminate this MVCT Agreement by giving to the other Party not less than three (3) months written notice of termination.

18.2. After a notice has been given pursuant to clause 18.1 either Party may request the other Party to enter into and carry on carry good faith negotiations with a view to entering into a new Interconnect agreement between the Parties.

18.3. Following a request pursuant to clause 18.2, if either Party hereto would, on termination, be obliged under the terms of its Authorisation, Licences or any applicable law to enter into a new Interconnect agreement with the other Party, the Parties shall carry on good faith negotiations with a view to entering into a new Interconnect agreement to take effect as and from the effective date of the termination of this MVCT Agreement.

18.4. This MVCT Agreement may be terminated by either Party forthwith if the other Party:

(a) is unable to pay its debts within the meaning of the Companies Acts 1963 - 2003; or

(b) has a receiver or examiner appointed is or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets; or

(c) has an order made, petition presented or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or

(d) enters into a voluntary arrangement with creditors under the Companies Acts 1963 - 2003; or

(e) ceases or threatens to cease carrying on business

(f) is in material breach of this MVCT Agreement which is incapable of remedy (which for the avoidance of doubt the Parties expressly agree shall be deemed to include a failure to hand-over calls as described in clause 3.6, a Material Payment Breach as described in clause 18.7 and the issuing of a second Breach Notice pursuant to clause 18.10).

18.5. If a Party hereto is in material breach of this MVCT Agreement (being a breach capable of remedy (expressly excluding those items described in clause 18.4(f))) the other Party may serve a written notice (a “Breach Notice”) on the Party in breach specifying the breach and demanding the remedy of the breach either within ten (10) calendar days from the date of the Breach Notice or in case of emergency within such shorter period as the non-breaching Party may reasonably specify. If the Party in breach fails to remedy the breach described in the Breach Notice within the period specified in the Breach Notice, the Party not in breach may terminate this MVCT Agreement forthwith after the expiry of notice period specified in the Breach Notice.

18.6. In the event that OAO fails to make payment for any MVCT Service under this MVCT Agreement in accordance with the provisions of Annex I such failure to pay shall constitute a breach of this MVCT Agreement ("a Payment Breach"). Vodafone shall be entitled to issue a breach notice (“Payment Breach Notice”) requiring the Payment Breach to be remedied within ten (10) calendar days (or such longer time as Vodafone may at its sole discretion specify in the Payment Breach Notice).

18.7. In the event that OAO fails to remedy the Payment Breach within the time provided in the Payment Breach Notice, the failure to pay shall constitute a material breach (“Material Payment Breach”) of this MVCT Agreement (which the Parties expressly agree shall be a breach incapable of remedy) and Vodafone may either terminate this MVCT Agreement forthwith pursuant to clause 18.4(f) or (at its sole discretion) initiate the Credit Management Process described in clause 9 of this MVCT Agreement.

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18.8. For the avoidance of doubt Vodafone will, on the service of a Payment Breach Notice, be entitled to immediately cease any works being carried out in accordance with Implementation Plans, works in progress, works on orders received in respect of new Interconnection Paths, requests for additional capacity, amendments or additions to MVCT Services or any other related works that may involve Vodafone incurring costs or debt as a result of any order or request from OAO.

18.9. In the event that the Credit Management Process has been conducted by Vodafone and OAO either:

(a) fails to provide the financial guarantees required as a result of the Credit Management Process within the time specified in clause 9.3; or

(b) refuses at any time to provide the financial guarantees required as a result of the Credit Management Process

THEN Vodafone shall be entitled to terminate this MVCT Agreement forthwith.

18.10. If Vodafone has issued two Breach Notices to OAO during any period of thirty (30) consecutive months, the issuing of the second Breach Notice shall constitute a material breach of this MVCT Agreement incapable of remedy and this MVCT Agreement may be terminated forthwith by Vodafone. Termination shall take effect immediately and for the avoidance of doubt will be effective notwithstanding any remedy by OAO of the breach. All payment obligations of OAO shall survive termination.

18.11. Without prejudice to any of the foregoing, in any circumstances where Vodafone issues a Breach Notice (including a payment breach notice) in any two consecutive calendar months, Vodafone shall be entitled to immediately suspend all MVCT Services provided hereunder. For the avoidance of doubt suspension of MVCT Services will include the pro-active blocking of inbound traffic to Vodafone's Network pending resolution of the outstanding issues to Vodafone's satisfaction.

18.12. Notwithstanding termination of this MVCT Agreement or expiry of this MVCT Agreement any provisions contained herein which expressly or of their nature are intended to operate on or after termination or expiry (including but not limited to clauses 15, 17.12, 17.13, 17.14, 18, 19 and 22) hereof shall come into effect or shall continue to have full force and effect unless otherwise agreed by the Parties.

18.13. A Party's right to terminate this MVCT Agreement pursuant to clause 18 shall be without prejudice to any other rights or remedies available to that Party. Termination of this MVCT Agreement on any grounds shall not be deemed a waiver of any breach and shall be without prejudice to the terminating Party's Party's rights and remedies accrued prior to such termination.

18.14. Upon termination or expiry of this MVCT Agreement each Party shall take such steps and provide such facilities as are reasonably necessary for recovery by the other Party of any equipment supplied by that Party. Each Party shall use reasonable endeavours to recover equipment made available by it. If thirty (30) calendar days after the termination or expiry of this MVCT Agreement a Party has been unable to recover its equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or any third party agent of that Party with control of a site where such equipment is situate) the owning Party may demand reasonable compensation from the other Party which shall be paid by the other Party within thirty (30) calendar days of the date of the demand.

18.15. Without prejudice to a Party's rights upon termination or expiry of this MVCT Agreement, each Party shall refund to the other Party a fair and equitable proportion of any periodic sums paid under this MVCT Agreement in respect of a period extending beyond the date of termination or expiry.

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18.16. Notwithstanding the provisions of clause 18.15 the OAO shall be obliged to pay any monies relating to that portion of the minimum term of an MVCT service which extends beyond the termination date of the Agreement.

18.17. If a Party's Network adversely affects the normal operation of the other Party's Network or constitutes a threat to any person's health or safety, the other Party may suspend (only to the extent necessary to alleviate the adverse effects or threat to health and safety) such of its obligations hereunder for such period as it considers reasonable to ensure the normal operation of its Network or to alleviate reduce the threat to safety.

19. Confidentiality

19.1. The Parties will keep the specific terms of this MVCT Agreement confidential and not disclose them to any third party (other than to ComReg or its employees and professional advisors who need to know same) without the other Party's prior written consent save except as required by law.

19.2. During and/or as a result of the negotiation of this MVCT Agreement or pursuant to the provisions hereof a Party (for the purposes of this clause 19 "the Receiving Party") may receive or have received Confidential Information of the other Party (for the purposes of this clause 19 "the Disclosing Party") which information is and shall remain confidential and/or proprietary in nature.

19.3. The Receiving Party agrees that during the term of this MVCT Agreement and thereafter it will keep the Confidential Information in strictest confidence and in addition will protect such Confidential Information by no less stringent security measures as it takes to protect its own confidential information.

19.4. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this MVCT Agreement.

19.5. The term Confidential Information shall not include information which is or becomes generally available to the public without breach of this MVCT Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party or is required by law to be disclosed.

19.6. The Parties recognise that the disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this clause 19 would cause irreparable injury to the Disclosing Party and each Party accepts that any such breach could cause injury to the other Party in respect of which monetary damages would not be an adequate remedy. In the event of such a breach or threatened breach by the Receiving Party, the Disclosing Party shall be entitled to injunctive relief in any court of competent jurisdiction and reimbursement for any costs, claims, demands or damages arising directly out of such breach. Nothing contained in this clause shall be construed as prohibiting either Party from pursuing other legal remedies available to it for breach or threatened breach of this MVCT Agreement

20. Intellectual Property Rights

20.1. Except as expressly provided in this MVCT Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning same and nothing in this MVCT Agreement shall be deemed to confer any assignment, right, title or licence of the Intellectual Property Rights of one Party to the other and nothing in this MVCT Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its Intellectual Property Rights.

21. Review

21.1. Subject to clause 21.7 a Party may seek to amend any provisions of this MVCT Agreement by serving on the other a notice seeking review of the Agreement or any part thereof ("Review Notice"):

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(a) if at any time during its Term:

(i) a Party's Authorisation or Licence is materially modified; or

(ii) a material change occurs in the law or regulations (including industry agreed codes of practice/conduct having the force of law) governing telecommunications in Ireland or the EU; or

(b) this MVCT Agreement makes express provision for a review; or

(c) the Parties agree in writing that there should be a review; or

(d) a material change occurs (including enforcement action by any regulatory authority) that affects or reasonably could be expected to affect the commercial or technical basis for this MVCT Agreement; or

(e) this MVCT Agreement is purportedly assigned or transferred by a Party in the absence of a prior written consent to the assignment or transfer required under clause 25; or

(f) within the first four (4) weeks immediately following the expiry of the first six (6) months of the Term or within the first four (4) weeks immediately following after each anniversary of the commencement of this MVCT Agreement.

21.2. A Review Notice shall set out in reasonable detail the issues the Party seeks to discuss.

21.3. On service of a Review Notice, the Parties shall promptly meet to discuss in good faith the subject matters of the Review Notice.

21.4. The parties shall endeavour to conclude discussions arising from a Review Notice within 3 months.

21.5. For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice, the terms of this MVCT Agreement shall continue un-amended in full force and effect pending the successful conclusion of the review and the recording in writing of any agreed changes.

21.6. The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a Review Notice.

21.7. Notwithstanding the foregoing, Vodafone may revise its Charges (upwards or downwards) for MVCT Services upon twenty eight (28) day's notice or such lesser notice period as ComReg may consider acceptable. This notice may be effected by the publication of a revised MVCT Pricelist on the Vodafone Website OR direct written notification to OAO.

21.8. Amendments and/or modifications to the MVCT Price List shall not be subject to the requirements of Clause 21. Amendments, changes and/or modifications to the MVCT Price List shall be effective and binding upon OAO in accordance with the terms and conditions of relevant Service Schedule provided notice has been given in accordance with Clause 21.7. Such changes shall not require separate written agreement between the parties to take effect.

22. Force Majeure

22.1. No Party shall be liable to the other for any breach of this MVCT Agreement caused by or resulting from any Act of Force Majeure.

22.2. The Party initially affected by Force Majeure (for the purposes of this clause 22 "the Affected Party") shall promptly notify in writing ("Force Majeure Notification") the other Party (for the purposes of this clause 22 "the Unaffected Party") of the estimated extent and duration of its inability to perform its obligations hereunder or the estimated delay in performing those obligations.

22.3. Subject to the provisions of this clauses 22.7 and 22.6 the Affected Party shall continue to perform those of its obligations hereunder that are not affected by the Act of Force Majeure. In

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performing those of its obligations not affected by the Act of Force Majeure, the Affected Party shall deploy its resources so that there is no undue discrimination against the Unaffected Party when compared with the performance of the Affected Party's obligations to its other Interconnect customers. The Affected Party shall to the extent that is commercially reasonable mitigate the effects of the Act of Force Majeure.

22.4. Upon cessation of the effects of the Act of Force Majeure the Affected Party shall promptly notify the Unaffected Party of the cessation of the Act of Force Majeure "(Notice of Cessation").

22.5. To the extent that an Affected Party is prevented as a result of an Act of Force Majeure from providing any or all of the Interconnect Services, the Unaffected Party shall be released to the equivalent extent from its obligations to make payment for such Interconnect Services or complying with its obligations hereunder in relation thereto.

22.6. If the effects of a Force Majeure continue for a continuous period of three (3) or more months from the date of the Force Majeure Notification (and Notice of Cessation has not been given pursuant to clause 22.4) the Unaffected Party shall be entitled (but not obliged) to terminate this MVCT Agreement by giving not less than twenty (20) Working Days written notice to the Affected Party. Such notice of termination shall be deemed null and void and never served if Notice of Cessation is received by the Unaffected Party prior to the expiry of the twenty (20) Working Days notice of termination.

22.7. The Affected Party shall fulfil those of its obligations which were affected by the Act of Force Majeure as soon as reasonably possible after the effects of the Force Majeure have abated or ended save to the extent that such fulfilment is no longer possible or is not required by the Unaffected Party.

23. Warranties

23.1. Each Party respectively warrants to the other Party that:

(a) it has full capacity and authority and all necessary consents to enter into this MVCT Agreement and to perform its obligations hereunder;

(b) on the date of execution hereof it is a duly Authorised operator of an Electronic Communications Network and/or the provider of Electronic Communications Services;

(c) it is, and the Interconnect Services shall be performed to the standard of, a competent telecommunications Network operator.

24. [Limitation of Liability

24.1. Neither Party shall have any obligation of any kind to the other beyond the obligation to exercise the reasonable skill and care of a competent telecommunications Network operator.

24.2. The liability of both Parties to one another under or in connection with this MVCT Agreement whether arising from contract, tort, negligence or otherwise howsoever shall be limited as follows:

(a) in the case of liability arising from death or injury to persons, or as a result of fraudulent misrepresentation there shall be no limit;

(b) (subject to clause 24.3) in the case of liability for loss of or damage if a Party is in breach of any of its obligations to the other Party hereunder (excluding obligations arising under this MVCT Agreement to pay Charges arising in the ordinary course of business) including liability for negligence or breach of statutory duty and including all actions, claims, demands, costs and expenses in respect thereof or in relation thereto the limit for any one event or series or connected events and for all events in any period of one calendar year shall be limited to [INSERT AMOUNT AS APPROPRIATE TO CIRCUMSTANCES IN WORDS AND FIGURES].

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24.3. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or consequential loss whatsoever arising in connection with the operation of this MVCT Agreement howsoever caused.

24.4. Each provision of this clause 24 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.]

25. Assignment of Rights and Obligations

25.1. Unless otherwise agreed in writing, and subject to clause 25.2 no rights, benefits or obligations under this MVCT Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.

25.2. No consent is required under clause 25.1 for an assignment of rights, benefits or obligations under this MVCT Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network, or to an associated company provided that such successor or associated company shall hold an Authorisation and be duly licensed to operate the Network of the assigning Party.

25.3. The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent.

25.4. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this MVCT Agreement and a copy of this is provided to Vodafone prior to the assignment becoming effectvie.

26. Notices

26.1. Any written notice to be served under this MVCT Agreement shall be delivered by hand or sent by prepaid registered post to the addressee at the addresses set out below (or such other addresses as the addressee may for the time being notify to the other Party.

Notices to Vodafone	Notices to OAO
Interconnect Manager Vodafone Ireland MountainView Leopardstown Dublin 18	[tbc]
Telephone: 01 2037888	
Facsimile: 01 2037413	

With copy to:

Vodafone	OAO
Head of Legal Vodafone Ireland MountainView Leopardstown Dublin 18.	[tbc]
Telephone: 01 2037888	
Facsimile: 01 2037901	

26.2. Any notice sent by post shall be deemed (in the absence of evidence to the contrary) to have been delivered on the second Working Day following its despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted by prepaid registered post.

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26.3. The Level One Negotiation Representatives for the Parties in relation to dispute resolution pursuant to clause 17 shall be:

Level One Negotiation Representatives	
Vodafone	**OAO**
Interconnect Manger, Vodafone Ireland, MountainView, Leopardstown, Dublin 18.	[tbc]
Telephone: 01 2037888	
Facsimile: 01 2037413	

26.4. The Level Two Negotiation Representatives for the Parties in relation to dispute resolution pursuant to clause 17 shall be:

Level Two Negotiation Representatives	
Vodafone	**OAO**
Head of Interconnect, International Roaming and Regulatory Affairs, Vodafone Ireland, MountainView, Leopardstown, Dublin 18.	[tbc]
Telephone: 01 2037888	
Facsimile: 01 2037413	

26.5. No change may be made to the identities of a dispute resolution representatives or the persons for service of notices until it has been notified to the other Party.

27. Entire Agreement

27.1. This MVCT Agreement represents the entire understanding of and agreement between the Parties in relation to the subject matter hereof, this MVCT Agreement supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

28. Waiver

28.1. The waiver by a Party of a breach or default of any of the provisions of this MVCT Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself in whole or in part of any right, power or privilege which it has or may have hereunder operate as a waiver of any breach of default by the other Party.

29. Set Off

29.1. Neither Party shall have the right to set-off any sums due or owing to it under any other contractual arrangement with the other Party against sums that fall due and owing pursuant to the terms hereof.

30. Severability

30.1. If any provision of this MVCT Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MVCT Agreement which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent

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possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

31. Relationship of Parties

31.1. The relationship contemplated by this MVCT Agreement is that of independent contractors. Nothing in this MVCT Agreement shall be construed to make either Party hereto an agent, joint venturer or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name, of the other or any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other or which is contrary to or unauthorised by the provisions of this MVCT Agreement.

32. Governing Law

32.1. The interpretation, validity and performance of this MVCT Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

IN WITNESS WHEREOF the Parties hereto have entered this MVCT Agreement on the date first above written:

Signed	**NOT FOR SIGNING**	**Signed**	**NOT FOR SIGNING**
Name (block capitals)	**NOT FOR SIGNING**	**Name** (block capitals)	**NOT FOR SIGNING**
Position	**NOT FOR SIGNING**	**Position**	**NOT FOR SIGNING**

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