

INTERCONNECTION AGREEMENT

BETWEEN

BELIZE TELEMEDIA LIMITED

AND

SPEEDNET COMMUNICATIONS LIMITED

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AND
SPEEDNET COMMUNICATIONS LIMITED**

THIS AGREEMENT is made the 22nd day of June 2020,

BETWEEN

SPEEDNET COMMUNICATIONS LIMITED, whose principal place of business is located at 2 ½ Miles Northern Highway, Belize City, Belize (hereinafter "**Speednet**");

AND

BELIZE TELEMEDIA LIMITED, whose registered office is at Esquivel Telecom Centre, St. Thomas Street, Belize City, Belize (hereinafter "**BTL**")

WHEREAS

- A. BTL has been granted an Individual License pursuant to the Telecommunications Act (No. 16 of 2002) as amended.
- B. Speednet has been granted an Individual License pursuant to Telecommunications Act (No. 16 of 2002) as amended.
- C. The Public Utilities Commission has issued the following Orders dated August 18, 2010:
 - i. Belize Telecommunications General Order (Interconnection, Infrastructure Sharing, International Access) (Amended) No 1 of 2010.
 - ii. Belize Telecommunications Interconnection and Infrastructure Sharing Regulations (Amended) 2010.
- D. The Parties now make an Interconnection Agreement, pursuant to Section 22 of the Act and the Public Utilities Commission Orders dated August 18, 2010.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Agreement:

"**Act**" means the Belize Telecommunications Act 2002;

"**Affiliate**" means in relation to a Party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that Party from time to time;



“Agreed Form” means in relation to any document, the form of that document which has been initialed for the purpose of identification by each Party;

“Agreement” means this interconnection agreement between the Parties incorporating the Legal Framework, Practices and Procedures Schedule, Services Schedule, Interconnection Tariffs Schedule and Technical Specifications;

“Application to Person or (A2P)” includes SMS Messages which originating from an application and terminates on a mobile subscriber’s device;

“Business Day” means a day (other than a Saturday or a Sunday or a Public and Bank Holiday) on which banks are generally open in Belize for normal business;

“BZ\$” means Belize Dollar;

“Call” means the set-up, holding and ending of a transmission path through the System of either Party into the System of the other Party for conveyance of Messages, and reference to the conveyance of calls by a Party means the establishment by that Party of a transmission path through that Party's System and the conveyance by that Party in accordance with this Agreement of such Messages (if any) over such transmission path;

“CLI” means Call Line Identification Services;

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares by contract or otherwise, and Controls and Controlled shall be interpreted accordingly;

“Effective Date” means the date that this Agreement is executed by all Parties;

“Fixed Intra-District Termination” refers to any mobile originating call, or fixed call that originates in the Belize District and terminates in another village, town, or city in the Belize District, except for **“Fixed Local Termination”** calls;

“Fixed Local Termination” refers to calls that originate from a mobile subscriber or from a fixed network in Belize City and terminates on a fixed network in Belize City;

“Fixed National Long Distance Termination” refers to any call, mobile or fixed that originates in any District and terminates on a fixed network in the same or different District except for **“Fixed Intra-District Termination”** and **“Fixed Local Termination”** calls;

“Individual Licence” means a telecommunications licence classified as an Individual Licence under the Telecommunications (Licensing Classification, Authorization, and Fee Structure) Regulations, 2002, S.I No. 110 of 2002, made under the Act;

“Intellectual Property Rights” means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Point of Interconnection” means the locations where the Fiber Patch Panels for both BTL and Speednet Co-Locate being the Esquivel Telecom Center as the Primary Interconnect Fiber Patch Panel in Belize City,

and the Core Room in Orange Walk being the redundant link for the inter-connection between Speednet and BTL;

“**Person to Person messaging or (P2P)**” includes SMS messages originating from any subscriber’s mobile device and terminates on a mobile subscriber’s device;

“**Interconnect Services**” means the services to be provided by BTL to Speednet as well as the services to be provided by Speednet to BTL pursuant to the terms of this Agreement including the services described in *Schedule 2* hereto;

“**Interconnect Switch**” means a switch located within a Party's System at which interconnection is offered and provided;

“**Legal Framework**” means this document containing terms and conditions set out in numbered clauses and comprising of the main body of the Agreement;

“**Machine to Machine or (M2M)**” includes SMS Messages originating from an application and terminating on and an application;

“**Messages**” means short messaging service messages;

“**Mobile Termination**” refers to calls that originate from a mobile subscriber or fixed network and terminates on a mobile network;

“**National Numbering Plan**” means the national number plan for telecommunications services in Belize as administered by the PUC;

“**Party**” means either Speednet or BTL and Parties means both Speednet and BTL;

“**Practices and Procedures Schedule**” means the Schedule setting out the agreed work practices and procedures between the Parties as contained in *Schedule 1*;

“**PUC**” means the Public Utilities Commission;

“**Service**” means one of the services more particularly described in the Service Descriptions as contained in *Schedule 2* (Service Schedule);

“**Service Descriptions**” means the descriptions of the Services as set out in *Schedule 2*;

“**Services Schedule**” means the Schedule attached hereto setting out the Services to be provided by the respective Parties pursuant to *Schedule 2*;

“**Service Supplier**” means the Party who provides a Service as specified on a Service by Service basis in the Services Schedule as contained in *Schedule 2*;

“**Service Taker**” means the Party who requests a Service as specified on a Service by Service basis in the Services Schedule as contained in *Schedule 2*;

“**Speednet Interconnection Switch Location**” means a location which is part of the Speednet System and which is specified in *Schedule 4* (Technical Specifications) as the switch location offered for connection to the BTL switch for interconnection;



“**Speednet System**” means the System owned and operated by Speednet under Speednet's Individual Licence;

“**Subscriber**” means an end user with whom one of the Parties to this Agreement has entered into an agreement for the provision of publicly available telecommunications services;

“**System**” means the telecommunications infrastructure, including but not limited to switches, routers, and network links;

“**Tariff**” means a charge for the Services as set out in *Schedule 3* (Interconnection Tariffs Schedule);

“**Tariff Schedule**” means the tariffs to be charged by the Parties for the Services as set out in *Schedule 3*;

“**Technical Specifications**” means the technical specifications for, and configuration of, the equipment that is necessary to facilitate the interconnection of the BTL System and the Speednet System as set out in *Schedule 4*;

“**BTL Interconnection Switch Location**” means a location which is part of the BTL System and which is specified in *Schedule 4* (Technical Specifications) Schedule as the switch location offered for connection to the switch Speednet offers for interconnection;

“**BTL Licence**” means the Individual Licence granted to BTL by the PUC on December 23, 2002; and

“**BTL System**” means the system owned and operated by BTL under the BTL Individual License.

1.2. In this Agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes references to:

1.2.1. that enactment as re-enacted, amended, extended, or applied by or under any other enactment (before, on or after the date of this Agreement);

1.2.2. any enactment which that enactment re-enacts (with or without modification); and

1.2.3. any subordinate legislation made (before, on or after the date of this Agreement) under that enactment, as re-enacted, amended, extended, or applied as described in Clause 1.2.1, or under any enactment referred to in Clause 1.2.2.

1.3. In this Agreement:

1.3.1. references to a person include an individual, a body corporate and an unincorporated association of persons;

1.3.2. references to a Party to this Agreement include references to the successors or assigns (immediate or otherwise) of that Party.

1.4. Clauses 1.1 to Clause 1.3 apply unless the contrary intention appears.

1.5. The headings in this Agreement do not affect its interpretation.



1.6. If there is any conflict or inconsistency between this Legal Framework and the Schedules, Annexes or other Attachments, the Legal Framework shall prevail. In any event the following order of precedence shall (unless expressly stated to the contrary) apply:

- 1.6.1. Legal Framework;
- 1.6.2. *Schedule 1* Practices and Procedures;
- 1.6.3. *Schedule 2* Services;
- 1.6.4. *Schedule 3* Interconnection Tariffs;
- 1.6.5. *Schedule 4* Technical Specifications;

2. COMMENCEMENT AND DURATION

2.1. This Agreement shall not come into effect until it is signed by the Parties and approved by the PUC in accordance with Section 22(2) of the Act and Schedule 1 of the Belize Telecommunications Interconnection and Infrastructure Sharing Regulations Order (Amended) 2010 issued by the PUC.

2.2 This Agreement continues in full force and effect for a period of FIVE (5) years from the Effective Date (the "Term"). In the event that the Parties are unable at the end of the Term to reach an agreement for the long term renewal of this Agreement in accordance with Clause 2.3 below, the Term shall be automatically extended for an additional six (6) month period, and then again after each successive term thereafter for six months (such six month periods each a "Renewal Term"), unless (i) either Party terminates this Agreement at the end of the Term or any Renewal Term, by giving the other party written notice of intent to terminate in accordance with Clause 20 or (ii) both Parties agree not to renew the Agreement. In the event such notice of termination is given or the Parties agree not to renew, this Agreement shall expire at the end of the Term or successive Renewal Term then in progress, except with respect to any obligations which explicitly by their terms survive the termination of this Agreement.

2.3 Renegotiations for amendments to this Agreement shall commence six (6) months prior to the expiration of the Term of this Agreement, provided that both Parties have valid Individual Licenses issued by the PUC. In the event that the Parties are able to reach an agreement for the long term renewal of this Agreement on terms acceptable to both Parties, such agreement shall take effect at the end of the Term or at the end of the current Renewal Term. In the event that no Agreement is reached within one year of the expiry of the Term, either Party may invoke the Dispute Resolution Procedure in accordance with Clause 29 hereto. Until a resolution is reached under Clause 29, this Agreement will continue to automatically renew in accordance with clause 2.2 above unless terminated under Clause 20 hereof.

3. INTERCONNECTION

3.1. The Parties shall connect and keep connected the BTL System and the Speednet System in the manner described in this Agreement to convey Messages and Calls to, from, or in transit over, the respective Systems.

3.2. Physical interconnection shall be established at the Point of Interconnection for both Parties and under such terms and conditions as shall conform to all relevant laws, including Regulations or Orders made by the PUC.



- 3.3. For the purposes of this Agreement, the recognized physical interconnection is that which exists under the current arrangement between the Parties, until modified or altered according to any relevant provisions of this Agreement.
- 3.4. Neither Party is obliged to provide interconnection at more than one (1) point on its System or network unless conditions warrant.
- 3.5. Where physical interconnection has been established, either Party may request modifications or alterations to such physical interconnection, including establishing interconnection at more than one (1) point on the other Party's System or network, provided that the requesting Party agrees to pay the cost of such modifications or alterations, and the Party receiving the request shall be obliged to consider such requests for modifications or alterations.
- 3.6. Each Party shall ensure that its equipment and facilities at each Interconnection Switch conform to the technical requirements as set out in *Schedule 4 (Technical Specifications)*.

4. FORECASTING, ORDERING AND PROVISIONING OF INTERCONNECTION CAPACITY

- 4.1. The Parties shall provide each other with forecasts for each Service required in *Schedule 2 (Services Schedule)* and shall comply with all the applicable provisions of *Schedule 1 (Practices and Procedures) Schedule* relating to forecasting.
- 4.2. The Parties shall order and provide capacity in accordance with the *Schedule 2 (Services) Schedule* and in accordance with all procedures for the ordinary and provisioning of capacity as set out in *Schedule 1 (Practices and Procedures) Schedule*.
- 4.3. The Party ordering the capacity shall, in conjunction with the Party supplying the capacity carry out the acceptance testing and commissioning procedures as described in *Schedule 1 (Practices and Procedures) Schedule*.

5. OPERATION AND MAINTENANCE

- 5.1. Each Party shall be responsible for planning, providing, operating and maintaining all equipment and facilities located on its side of the interface.
- 5.2. Each Party shall manage traffic on its System so as to avoid any disruption to the other Party's System and each Party shall take all necessary steps to minimize service failures and congestion and signaling system disturbances within its own System which would affect the other Party's ability to carry Calls across its System.
- 5.3. Each Party shall advise the other Party of any faults on its System or planned maintenance in accordance with *Schedule 1 (Practices and Procedures) Schedule* and shall resolve such faults or conduct the maintenance in accordance with *Schedule 1*.
- 5.4. Each Party may make reasonable test and inspections of any Services and facilities it provides to the other Party and may, upon providing reasonable advance notice but no less than forty-eight (48) hours,



temporarily interrupt services carried on the facilities or equipment being tested or inspected. Where test or inspection will affect telecommunications traffic originating or terminating on or transiting to the other Party's System, the testing shall be carried out in such a way as to minimize disruption to each Party's System.

6. SYSTEM CHANGES

6.1. Neither Party shall make or permit to be made any alteration, adjustment, or addition to its System in such a way as to:

- 6.1.1. impair the operation of the other Party's System;
- 6.1.2. affect the conveyance of Calls from one Party's System to the other; or
- 6.1.3. affect the routing or forecasting of traffic.

(together, a "**System Alteration**") unless the Party that wishes to make the System Alteration ("**Altering Party**") provides not less than three (3) months prior written notice to the other Party ("**Non-Altering Party**") of the date of the anticipated System Alteration. The notice shall specify the technical details of the System Alteration and the date of the anticipated System Alteration and require the Non-Altering Party to reply within a specified reasonable period of time. Following such notification, the Altering Party shall supply the Non-Altering with such information as the Non-Altering Party may reasonably request.

6.2. As soon as reasonably practicable after receipt of the notice and further information pursuant to Clause 6.1, the Non-Altering Party shall notify the Altering Party of any alterations required to the Non-Altering Party's System as a result of the proposed System Alteration and an estimate for the costs of such alterations calculated on the basis of the minimum costs consistent with good engineering practice.

6.3. If the Altering Party agrees to the alterations required to the Non-Altering Party's System and agrees to the Non-Altering Party's cost estimate, the Parties shall agree on a plan to implement the System Alteration.

6.4. If the Altering Party does not agree to the alterations required to the Non-Altering Party's System or to the Non-Altering Party's cost estimate, the Altering Party shall so notify the Non-Altering Party, and the Parties agree to treat the matter as a Dispute for Resolution pursuant to Clause 29. The Altering Party shall not implement the relevant System Alteration until the dispute is resolved.

6.5. On completion of the relevant System Alteration the Non-Altering Party shall invoice the Altering Party for the cost of the alterations to the Non-Altering Party's System and the Altering Party shall pay those costs within fourteen (14) days of receiving the invoice.

6.6. The Parties shall amend the relevant specifications set out in the *Schedule 4* (Technical Specifications) prior to a System Alteration.

6.7. The applicable standards of operation of each Party's System for the purpose of operation of the Services will be those specified in the *Schedule 4* (Technical Specifications) and, in the absence of any specified standards, will be the applicable international standards that the Parties may agree. Subject to this Clause 6.7. The Parties will make such periodic upgrades to their Systems so as to ensure that their Systems



incorporate, to an extent that is reasonable, all material advances in comparable telecommunications systems in comparable jurisdictions.

6.8. Subject to the provisions and limitations in Clauses 6.1 to Clause 6.7 inclusive, nothing in this Agreement shall limit the Altering Party's ability to upgrade its System through the incorporation of new equipment, new software or otherwise or to change, in part or in whole, the design, function, operation or layout of its System, where such upgrades do not affect the operation of the Non-Altering Party's System.

6.9. For the purposes of this Agreement, the Parties having agreed that Clauses 6.1, 6.2, and 6.3 above have been satisfied in respect of the upgrade or alterations of each Party's System both Parties shall use all reasonable endeavours to execute, as expediently as practicable, any necessary amendments to this Agreement and to the physical interconnection arrangement between the Parties in order to accommodate such upgrades or alterations in accordance with all relevant provisions of this Agreement.

7. TELECOMMUNICATIONS SERVICES

7.1. Each Party shall provide the other with the Services for which that Party is indicated as being the supplier in *Schedule 2 (Services) Schedule*, provided that each Party's System and all relevant Points of Interconnection are suitable for the conveyance of Calls pursuant to *Schedule 2 (Services) Schedule*.

7.2. Each Party shall not hand over to the other Party, and neither Party shall have any obligation to convey, Calls and Messages of any category, unless there is expressed provision to convey Calls and Messages of that category in *Schedule 2 (Services) Schedule*. If Calls and Messages are handed over to a Party for conveyance which are outside the categories of Calls and Messages contained in the Services Schedule then the conveying Party's non-discounted retail rate for a functionally equivalent retail service shall be charged by the conveying Party for the conveyance of those Calls and Messages.

7.3. Each Party shall be solely responsible for the switching and routing of all telecommunications services on its System.

8. CHARGES AND PAYMENT

8.1. Each Party shall pay to the other the relevant charges applicable to each Service in accordance with the *Schedule 3 (Interconnection Tariffs) Schedule* and this Agreement.

8.2. Payments shall be made by bank transfer or account transfer and will be deemed made on the date of receipt of such payments in cleared funds.

8.3. All charges payable under this Agreement shall be payable within thirty (30) days of receipt of an invoice. If either Party fails to pay any amount due hereunder within that thirty (30) days period (i) the other Party shall be entitled to charge and receive interest at the annual average base lending rate of duly licenced commercial banks in Belize from time to time plus 2 %, from and including the day following the due date for payment until the date of payment in full and (ii) the other Party may deduct the amount it is owed from any amount it owes the other Party.



8.4. If any dispute shall arise regarding the specific amount of any invoice delivered under this Agreement, then the Parties shall resolve the dispute in accordance with Clause 5.3 of *Schedule 1*. Notwithstanding any dispute as to any payment, the Parties shall remain obliged to continue to provide the Services and to observe and perform the provisions of this Agreement, subject to the provisions of Clause 20 and Clause 21 of this Agreement.

8.5. Notwithstanding any dispute as to any invoice that is to be resolved in accordance with Clause 5.3 of *Schedule 1*, if the amount in dispute represents less than 5% of the total amount (excluding any value added or other applicable tax) of the invoice, the invoiced amount shall be paid in full and any necessary adjustment shall be made following resolution of the dispute. If the amount in dispute represent 5% or more of the total amount of the invoice (excluding any value added or other applicable tax), the amount in dispute shall be withheld pending resolution of the dispute in accordance with Clause 5.3 of *Schedule 1* and the balance of the invoiced amount shall be paid in full.

8.6. All charges payable under this Agreement are exclusive of any applicable value added taxes or other applicable taxes unless otherwise stated.

9. VARIATION OF CHARGES

9.1. The Parties may agree to vary the Interconnection Tariffs Schedule as contained in *Schedule 3* from time to time in accordance with Clause 19, subject to the approval of the PUC.

10. INFRASTRUCTURE SHARING

10.1. When desirous or required pursuant to applicable regulations, each Party shall share facilities with the other Party or provide co-location facilities to the other Party on terms and conditions specifically agreed by the Parties under separate agreements as the need arises.

11. CALL LINE IDENTIFICATION (AUTOMATIC NUMBER IDENTIFICATION)

11.1. The Parties will pass accurate CLI in accordance with *Schedule 1* (Practices and Procedures) Schedule and any agreed code of practice for CLI from time to time in force. For the avoidance of doubt, neither Party is required to pass CLI for any Call in respect of which CLI is not available.

11.2. The Parties shall not alter or amend a CLI or permit or accept the alteration or amendment of a CLI unless both Parties agree to such alteration or amendment in advance in writing.

12. NUMBERING

12.1. Each Party shall make the necessary adjustments to its System to route Calls and Messages to the other Party's System in accordance with the number ranges and other numbers assigned to the other Party under the National Numbering Plan.

12.2. Each Party shall use numbers in accordance with the National Numbering Plan.



13. SERVICE PERFORMANCE AND STANDARDS

- 13.1. The Parties shall use their best endeavours to comply with the provisions relating to quality of service set out in *Schedule 1* (Practices and Procedures) Schedule and the Technical Specifications as contained in *Schedule 4*.
- 13.2. The Parties shall at all times use their best endeavours to apply industry standards (including signaling standards) and operating guidelines which are consistent with *Schedule 1* (Practices and Procedures) and *Schedule 4* (Technical Specifications) Schedule.
- 13.3. Save as is set out in Clauses 13.1 and Clause 13.2 or in any other written agreement between the Parties, the Parties provide no other warranties, representations, undertakings or commitments in respect of quality of service including, but not limited to, warranties, representation, undertakings or commitments in respect of difficulties or faults which result in a failure to establish service, in service interruption or loss of or distortion of communication and all implied warranties are hereby excluded, save those implied by or provided for in any statute.

14. SAFETY AND SYSTEM PROTECTION

- 14.1. Each Party shall be responsible for the safe operation of its System and shall take all steps reasonably necessary in accordance with accepted industry practices to ensure that such operation and the implementation of this Agreement does not:
- 14.1.1. endanger the safety or health of the officers, employees, contractors, representatives, agents, invitees, or Subscribers of the other Party; or
 - 14.1.2. damage interfere with or cause any impairment to or deterioration in the operation of the other Party's System.
- 14.2. If it is agreed to be necessary or desirable for a Party's representative to access the other Party's premises or equipment, the Party gaining access shall use its best endeavours to comply with all security and safety practices and procedures applicable to access to, and operations on, the other Party's premises or equipment in accordance with such other Party's control procedures. Subject to the indemnified Party complying with Clause 14.1, the Party gaining access shall indemnify the other Party and keep the other Party indemnified against all risks and damages, costs, claims and expenses arising out of any breach by the indemnifying Party of this clause.
- 14.3. Unless otherwise agreed by the Parties in writing, if it is agreed to be necessary or desirable for a Party to store or install its interconnection equipment on the other Party's premises, that other Party shall have no responsibility or liability for the, equipment, storage, installation or operation of that equipment.

15. PREVENTION OF FRAUD

- 15.1. To the extent permitted by law, the Parties will promptly upon becoming aware of fraudulent use, theft or misuse of the Parties' respective Services and associated equipment inform the other Party of such circumstances.

15.2.If requested, the Parties shall to the extent permitted by law, co-operate in the provision of information to any relevant body in relation to the fraudulent use or misuse of the Parties respective Services.

15.3.The Parties agree to protect each other's networks using all best efforts to block the following (including but not limited to):

15.3.1. SIM farms leveraging consumer and/or M2M SIM cards;

15.3.2. Grey routes;

15.3.3. Other networks that are using faking or Global Title manipulation to knowingly subvert their firewalls;

15.3.4. HLR lookups that are not being used for bona fide routing or the delivery of SMS messages. In particular, HLR lookups should not contain the full IMSI; and

15.3.5. Attempts at using Roaming Intercept fraud to intercept communications.

16. CONFIDENTIALITY

16.1.Each Party ("Recipient") undertakes to the other Party ("Disclosing Party") to treat as confidential all information in any medium or format (whether marked "confidential" or not) which the Recipient receives from the Disclosing Party either directly or from any person, firm, company or organization associated with the Disclosing Party, which concerns the business, operations or customers of any or all of the Disclosing Party and its Affiliates ("Confidential Information").

16.2.The Recipient may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, suppliers, agents, sub-contractors and professional advisers ("Permitted Users") with access to the Confidential Information on a strictly "need-to-know" basis only. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement and any relevant laws. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality), the Recipient shall ensure that the Permitted User shall enter into a written Confidentiality Agreement undertaking with the Recipient on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Disclosing Party upon a request.

16.3.This clause shall not apply to any information which:

16.3.1. enters the public domain other than as a result of a breach of this clause;

16.3.2. is received from a third party which is under no confidentiality obligation in respect of that information; or

16.3.3. is independently developed by the Recipient without use of the Disclosing Party's Confidential Information.

16.4.The Recipient may disclose Confidential Information where required to do so by law or by any competent regulatory authority. In these circumstances the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.



17. INTELLECTUAL PROPERTY RIGHTS

17.1. Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one Party to the other Party.

18. AUTHORISED REPRESENTATIVES

18.1. Each Party shall appoint the representatives referred to in *Schedule 1 (Practices and Procedures)* Schedule to be responsible for the matters indicated in the Practices and Procedures Schedule.

18.2. Except as otherwise provided in this Agreement, all correspondence, meetings and other communications (including notification of matters in dispute) relating to issues that are within the responsibilities of those representatives shall be directed to and conducted by and through the relevant representative.

18.3. Each Party is entitled to change the representatives by notice in writing to the other Party.

19. REVIEW AND AMENDMENT

19.1. Either Party may seek to amend and re-negotiate this Agreement by serving on the other Party a review notice if:

19.1.1. a material change occurs in the law or regulations governing telecommunications in Belize (including without limitation, licence changes, determinations by the Public Utilities Commission (PUC) and court decisions that necessitate the amendment of this Agreement);

19.1.2. a material change occurs (including without limitation, enforcement action by any regulatory authority and changes to the company constitution of the Parties) which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or

19.1.3. this Agreement makes express provision for a review or both Parties agree in writing that there should be a review.

19.2. A review notice shall set out in reasonable detail the issues to be discussed between the Parties.

19.3. On service of a review notice in accordance with Clause 19.1, negotiations shall commence no later than ten (10) Business Days with a view to reviewing the material change and if necessary agreeing to the relevant amendments to this Agreement.

19.4. If the Parties fail to reach an agreement after a period of thirty (30) Business Days from commencement of such review, the Parties shall resolve the dispute in accordance with Clause 29.

19.5. For the avoidance of doubt, this Agreement shall remain in full force and effect during such review until the Parties complete an agreement replacing or amending this Agreement or until such time as this Agreement is terminated in accordance with its terms.

19.6. Notwithstanding anything to the contrary in this Agreement, no amendment to this Agreement or any replacement agreement shall have any legal effect unless and until approved by the PUC.

20. TERMINATION AND SUSPENSION

20.1. Either Party may terminate this Agreement by giving sixty (60) calendar days' notice in writing to the other Party, in the event that any Individual Licence necessary to entitle a Party to interconnection or to enable a Party to carry out its obligations under this Agreement at any time expires or is revoked by the PUC and is not immediately replaced or re-issued.

20.2. Either Party ("Non-Defaulting Party") may, with the authorization of the PUC, terminate this Agreement or the provision of any Service or Services on notice in writing to the other Party ("Defaulting Party") if the Defaulting Party:

20.2.1. fails to pay any undisputed invoice or payable undisputed portion of an invoice within sixty (60) calendar days of receipt of an invoice or any undisputed portion of an invoice when due and has failed to remedy such non-payment within ten calendar (10) days of receipt of a notice from the billing Party that the Agreement will be terminated for non-payment;

20.2.2. is in breach of any material obligation contained in this Agreement and fails to remedy or take steps to remedy that breach within twenty-eight (28) calendar days of receipt of written notice from the Non-Defaulting Party;

20.2.3. is engaged in acts or omissions which impair the integrity of the Non-Defaulting Party's System and fails to remedy that impairment within two (2) calendar days of receipt of written notice from the Non-Defaulting Party of that impairment;

20.2.4. has ceased to trade either generally or in relation to the provision of telecommunications services to Customers or other services with which the Interconnection Service is associated; or

20.2.5. has been declared bankrupt by a Court of competent jurisdiction or entered into liquidation or an analogous process in the jurisdiction in which it was incorporated or has appointed, or suffered the appointment of a Receiver or Administrator or official with similar powers in another jurisdiction;

20.2.6. alters any Message, payload or their metadata Code; or

20.2.7. alters its signatories or any element, such as SenderID or Global Title (GT), which are relevant for identifying companies involved in generating, processing, or terminating international A2P SMS messages.

20.3. Either Party ("Non-Defaulting Party") may, with the authorization of the PUC, suspend the provision of any or all services to the other Party ("Defaulting Party") in the event that the Non-Defaulting Party can demonstrate to the Defaulting Party that the Defaulting Party's System is materially and adversely affecting the normal operation of the Non-Defaulting Party's System; is a threat to any person's safety; or is in danger of damaging the property of the Non-Defaulting Party. Such suspension may be for such a period as may be reasonable to ensure the normal operation of the Defaulting Party's System, reduce the threat to



safety or the danger of damage to property. Any suspension pursuant to this clause shall be without prejudice to the Non-Defaulting Party's right to terminate the Agreement pursuant to Clause 20.2.

21. EFFECTS OF TERMINATION

- 21.1. Upon termination or expiry of this Agreement, each Party shall take such steps and provide such facilities as are necessary for the recovery by the other Party as soon as practicable of any equipment supplied by that other Party.
- 21.2. If thirty (30) calendar days have elapsed since the termination of this Agreement and a Party has failed to recover equipment in good condition (fair wear and tear excepted) as a result of the other Party's acts or omissions, the Party seeking recovery may demand reasonable compensation from the other Party which shall be paid by the other Party within ten (10) calendar days of the date of the demand.
- 21.3. Termination or expiry of this Agreement shall not operate as a waiver of any breach by a Party of this Agreement and shall be without prejudice to any rights, liabilities or obligations of either Party, which have accrued up to the date of termination.

22. FORCE MAJEURE

- 22.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, government act, war, fire, flood, explosion, civil commotion.
- 22.2. Subject to the affected Party promptly notifying the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance, and provided the affected Party uses its reasonable endeavours to limit the effect of that delay or non-performance on the other Party, the performance of the affected Party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists.
- 22.3. If the Force Majeure lasts for more than six (6) months from the date of any such notification, then either Party shall be entitled to suspend this Agreement by giving the other Party not less than thirty (30) days written notice of its intention to suspend this Agreement.

23. LIABILITY

- 23.1. Neither Party has an obligation of any kind to the other Party beyond obligations contained herein and the obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Agreement.
- 23.2. Neither Party limits its liability for fraud or for death or personal injury arising from its negligence or that of its employees, agents, or sub-contractors.

23.3. Subject to Clause 23.2, no Party may bring an action against the other under or in connection with this Agreement (whether for negligence, breach of contract, misrepresentation, under any indemnity or otherwise) more than Two (2) years after that Party becomes aware of the cause of action, claim, or event giving rise to the cause of action or claim.

23.4. The Parties agree that the limitations and exclusions set out in this clause are reasonable having regard to all the relevant circumstances, and the levels of risk associated with each Party's obligations under this Agreement.

24. RELATIONSHIP OF THE PARTIES

24.1. Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including their employees or agents). Neither Party is authorized and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations (including but not limited to the making of any representation or warranty). Neither Party nor its employees, agents or representatives shall engage in any acts, which may lead any person to believe that such Party is an employee, agent, or representative of the other Party. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

24.2. The only Parties to this Agreement are Speednet and BTL and this Agreement does not provide any person or entity who is not a Party with any remedy, defense, claim, action, claim of action or other right of any kind, or impose any liability upon such person that that person did not have before this Agreement commenced.

25. REPRESENTATIONS AND WARRANTIES

25.1. Each Party represents that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental or regulatory action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

25.2. Each Party represents and warrants to the other that:

25.2.1. it has the requisite power and authority to enter into and perform its obligations under this Agreement, subject to any necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorized by all necessary corporate action on its part;

25.2.2. its compliance with the terms of this Agreement does not and will not conflict with any of its existing obligations; and

25.2.3. it has all valid licenses and permits required under the Act to entitle it to interconnect with the other Party's System and to own and operate the telecommunications facilities and to provide the specified services necessary to enable it to carry out its obligations under this Agreement.



26. ASSIGNMENT AND SUB-CONTRACTING

- 26.1. Having first obtained approval from the PUC, either Party may assign, to a wholly owned affiliate and/or Subsidiary any of its rights or obligations under this Agreement.
- 26.2. Neither Party may sublicense, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement to a third party without the prior written consent of the other Party and the approval of the PUC.

27. GENERAL

27.1. **Counterparts:** This Agreement may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

27.2. **Waiver:** The rights of each Party under this Agreement:

- 27.2.1. may be exercised as often as necessary;
- 27.2.2. are cumulative and not exclusive of rights or remedies provided by law; and
- 27.2.3. may be waived only in writing and specifically.

Failure or delay by either Party at any time in the exercise or non-exercise of any such right is not a waiver of that right.

27.3. **Severability:** If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

27.4. **Further assurance:** Each Party undertakes upon receipt of a request from the other Party and at their own expense, to sign all documents and to do all other acts, which may be necessary to give full effect of this Agreement.

27.5. **Whole Agreement:**

- 27.5.1. This Agreement, the documents comprising and referred to in it contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements between the Parties relating those transactions.
- 27.5.2. Subject to Clause 27.5.3, each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it made by or on behalf of any other Party before the date of this Agreement). Each Party waives all rights and remedies which, but for this Clause 27.5, might otherwise be available to it in respect of any such representation, warranty, collateral contract, or other assurance.
- 27.5.3. Nothing in Clause 27.5.2 limits or excludes any liability for fraud.

27.5.4. Each Party shall execute its duties, responsibilities and obligations under this Agreement in a manner fully compliant with the Act and any relevant Regulations or Orders issued by the PUC.

28. NOTICES

28.1. Any notice or other document to be served under this Agreement may be delivered or sent by post or facsimile processor email (with receipt of confirmation) to the Party to be served at its address set out on page 1 as follows:

If to Speednet:
P.O. Box 168
Fax: (501) 223-1919
Email: etorres@speednet-wireless.com
Marked for attention of Ernesto Torres

If to BTL:
P.O. Box 603
Fax: (501) 223-2096
Email: itesucum@livedigi.com
Marked for attention of Ivan Tesucum

or at any other address or facsimile number or email address or to any other addressee as it may have notified to the other Party in accordance with this clause.

28.2. In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or email was properly addressed and transmitted, as the case may be.

29. DISPUTES RESOLUTION

29.1. General Process:

29.1.1. The Parties shall encourage their staff and employees to resolve disputes that arise in the provision of Interconnection Services at the lowest practical levels in their respective organizations.

29.1.2. Notwithstanding Clause 29.1.1, the Parties will instruct their staff and employees to escalate disputes to the Chief Executive Officer level that are not resolved within ten (10) Business Days at lower working levels in accordance with Clause 29.2.

29.1.3. Billing disputes shall be resolved according to the provisions of Clause 5 of *Schedule 1* hereto.

29.2. Escalation of Disputes:

29.2.1. Either Party shall escalate a dispute to a higher level in the dispute resolution hierarchy outlined in the table below. Although it is expected that disputes that cannot be resolved at one level in the dispute resolution hierarchy should be escalated to the next higher level, a Party may decide to escalate the



dispute more rapidly if in its consideration the severity and potential impact of the dispute on the provision of Interconnection Services and on Customers warrants such accelerated escalation.

Table 29. 2 Dispute Resolution Process

| Level in Dispute Resolution Hierarchy | Description | Disputes that are typically expected to be resolved at this level. |
|---------------------------------------|--|---|
| 1. (Lowest) | Operational Level – involving the operational staff of each Party up to Field Supervisor level | Operational disputes associated with the interpretation and implementation of detailed operating processes and practices. |
| 2. | Management Level – involving the managers in charge of operational units | Operational disputes escalated from the Operational level. |
| 3. | Senior Management Level | All disputes associated with the implementation of the Interconnection Agreement, including disputes arising in the course of negotiations to change or amend an Interconnection Agreement. |
| 4. | Chief Executive Level – involving the CEOs of each Party | All disputes associated with the implementation of the Interconnection Agreement, including disputes arising in the course of negotiations to change or amend an Interconnection Agreement. |
| 5. | PUC | Disputes that the Parties cannot resolved within 30 Business days to be sent to the PUC. |

29.3.Resolution of Disputes at Chief Executive Level:

29.3.1. Either Party shall escalate a dispute to the Chief Executive Level if it appears that there is little likelihood of middle and senior management (stages 2 and 3) resolving the matter and where the gravity and potential impact of the dispute on the timely provision of Interconnection Services warrants such an escalation or in any event if the dispute remains unresolved after the expiration of ten (10) Business Days.

29.3.2. The Chief Executives shall use all reasonable endeavours for examining and resolving the dispute as appears to them to be appropriate having regard to the nature and complexity of the issues associated with the dispute and its possible means of resolution, provided that the dispute shall not be referred to any third party other than the PUC.

29.4. Reference to PUC:

29.4.1. If after the expiry of thirty (30) Calendar Days after a dispute has been referred to the Chief Executives the dispute remains unresolved, then either Party shall refer the dispute to the PUC. Each Party shall bear its own costs of any reference to the PUC.

29.5. Continuation of Services During Disputes:

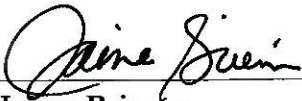
29.5.1. Notwithstanding any dispute, the Parties shall remain obliged to continue to provide Interconnection Services and to perform the provisions of this Agreement pending the resolution of the Dispute.

30. GOVERNING LAW

30.1. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of Belize.

THE COMMON SEAL OF BOTH PARTIES WAS HEREUNTO AFFIXED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DATE WHICH APPEARS FIRST ON PAGE 1.

THE COMMON SEAL of **SPEEDNET COMMUNICATIONS LIMITED**
Was hereunto affixed by:



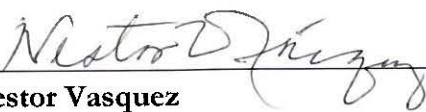
Jaime Briceño
Chairman, Board of Director




Ernesto Torres
Chief Executive Officer



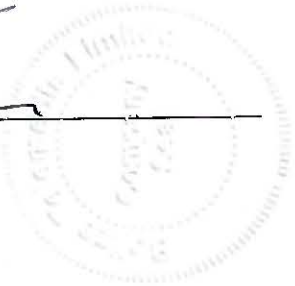
THE COMMON SEAL of **BELIZE TELEMEDIA LIMITED**
Was hereunto affixed by:



Nestor Vasquez
Executive Chairman



Ivan Tesucum
Chief Executive Officer



Witnessed and Approved By:



John Avery **DEAN MOLINA**
Chairman, Public Utilities Commission



SCHEDULE 1
PRACTICES AND PROCEDURES

1. OPERATIONS AND MAINTENANCE

1.1. Introduction:

1.1.1. This Schedule specifies the operations and maintenance principles and agreed work practices that BTL and Speednet will be required to conform to following the execution of this Agreement. It describes the process for Services provided by each Party and the exchange of information between the Parties.

1.1.2. The following processes are covered in this Schedule:

| |
|---|
| Servicing Planning and |
| Operation Forecasting Ordering Provisioning Acceptance Testing Fault Management Planned Maintenance |

Figure 1 Operational and Maintenance Processes

1.1.3. The authorized representative of the Parties who shall be responsible for the matters indicated in this Schedule shall be as follows:

| (a) The Speednet Authorized Representative | (b) The BTL Authorized Representatives |
|--|--|
| Leo Calle Fax: (501) 223-1919 P.O. Box 168, Belize City Tel: (501) 670-1030 Email: lcalles@speednet-wireless.com | Jose Riveroll P.O. Box 603, Belize City Tel: (501) 223-8480 Mobile: (501) 610-5060 Email: jriveroll@livedigi.com |

1.1.4. Operational Meetings:

1.1.4.1. Periodic meetings involving representatives from both Parties will be held, as required, to discuss issues relating to implementation and operation of Services provided pursuant to this Agreement such as:

- 1.1.4.1.1. forecasting, ordering, provisioning and testing;
- 1.1.4.1.2. review progress against plans and reach agreement on any changes required;
- 1.1.4.1.3. review process performance by comparing actual and agreed quality of service levels;
- 1.1.4.1.4. review operational problems that affect the quality of service levels;
- 1.1.4.1.5. discuss performance reports;



- 1.1.4.1.6. plans for configuration changes;
- 1.1.4.1.7. exchange of information regarding technical standards; and
- 1.1.4.1.8. any changes to numbering scheme of each network.

2. FORECASTING, ORDERING AND PROVISIONING

2.1. Forecasting:

- 2.1.1. The forecasting process requires both Parties to plan and exchange forecasts for the provision of each applicable Service provided pursuant to this Agreement ("Forecasts").
- 2.1.2. The exchange of Forecasts is required to enable each Party to plan and manage its System and human resources. The process is ongoing over a rolling 12 month basis with quarterly updates.
- 2.1.3. All information exchanged will be treated as confidential and will not be used for any purpose other than as set out in this Schedule.
- 2.1.4. The review by both Parties of provisional Forecasts and production of the final Forecast in respect of each quarter of the 12 months period should take no longer than one (1) month from the exchange of Forecasts.

2.2. Ordering:

- 2.2.1. The Parties will agree to an order plan for capacity in accordance with service dimensioning referenced in Schedule 4 Section 2 ("Order Plan") and following sign-off by both Parties, the Order Plan shall be treated as submitted and shall constitute a binding order from each Party for capacity.
- 2.2.2. The Order Plan will include a "Ready for Test Date" and "Ready for Service Date" for the capacity. These dates will depend on whether additional network links are required. Notwithstanding the provisions of 2.2.1, the Parties will use their best endeavours to satisfy requests for any additional demand.

2.3. Provisioning:

- 2.3.1. After the submission of the Order Plan, both Parties shall carry out the necessary preparations required for installation of the Services.
- 2.3.2. The Parties will endeavour to perform all activities to ensure that the requested capacity and links are in place to meet any agreed Ready for Test Date or Ready for Service Date.

2.4. Acceptance Testing:

- 2.4.1. The Acceptance Testing process requires both Parties to ensure that the required Two (2) 1Gpbs network links within the carrier system(s) the relevant joining service and any applicable Services are operational by the agreed Ready for Service Date (or other agreed date) to the agreed operational specifications and at the lowest practicable cost.
- 2.4.2. Plans for Acceptance Testing will be included in an Order Plan and shall consist of the standard suite of tests agreed by both Parties in accordance with relevant ITU recommendations.



- 2.4.3. Any subset of the standard suite outsets to be used in relation to acceptance of a Service will be agreed by both Parties on a case-by-case basis.
- 2.4.4. Within two (2) weeks of the submission of the initial Order Plan, the two Parties shall jointly develop and agree a test plan. The test plan shall include all required tests to be performed at specified intervals throughout the implementation of the Order Plan and the contact names and telephone numbers of representatives of both Parties.
- 2.4.5. Both Parties shall sign the test plan two (2) weeks before the expected start of Acceptance Testing. Any delay in signing the test plan may result in a consequential delay of all previously scheduled implementation dates.
- 2.4.6. Prior to the scheduled Ready for Test Date (or other agreed date), all links to be used during Acceptance Testing must be in place and individual location test must have been successfully completed.
- 2.4.7. At least five (5) Business Days before the scheduled Ready for Test Date (or other agreed date), the Parties shall advise each other whether the provisioning has been completed and acceptance testing can commence.
- 2.4.8. All Acceptance Test results will be recorded in a test report and both Parties will retain copies for future reference.
- 2.4.9. If the Acceptance Testing is successful, each Party will sign the Acceptance Test Reports within five (5) Business Days of completion of such tests.
- 2.4.10. If Acceptance Testing is unsuccessful within the initially agreed time frame, the Parties may agree on a partial acceptance testing, with the understanding that full compliance will be met by an agreed date.
- 2.4.11. If either Party cannot accept the carrier system and/or network links and/or Service with partially successful acceptance testing, then the reasons for non-acceptance should be documented and the report signed indicating non-acceptance. The Parties will agree what action should be taken, including any timeframe for remedial work and re-testing. Any disputes will be resolved in accordance with Clause 29 of the Agreement.

3. FAULT MANAGEMENT

3.1. Faults on a Party's System ("Faults"; each a "Fault") will be addressed depending on individual circumstances, with Service Affecting faults having the higher priority in the following order:

3.1.1. Service Affecting (SA):

Service Affecting Faults shall mean Faults that result in a noticeable deterioration in the quality of a Service meaning the following:

- 3.1.1.1. carrier System Faults for which the Fault Reporting Party can demonstrate a total loss of ability by either Party to operate any Service being carried under this Agreement between Systems due to transmission faults within the carrier System ("Critical Link Failure");



3.1.1.2. network Faults for which there is a Critical Link Failure or Major Link Failure or Route Failure and for which the Fault reporting Party can demonstrate a severely restricted ability by either Party to convey any service being carried under this Agreement between the two Systems;

3.1.1.3. total loss of, or severely restricted access to one or more of the numbering ranges which reside on either Party's System.

3.1.2. Non-Service Affecting (NSA):

A Non-Service Affecting Fault shall mean a Fault, which has no effect whatsoever on either party's Services.

3.2. Critical Link Failure, Major Link Failure and Minor Link Failure and Critical Route Failure, Major Route Failure and Minor Route Failure are defined as follows:

| <i>Fault Type</i> | <i>Classification</i> |
|-------------------------------|---|
| <i>Critical Link Failure</i> | <i>75% or more of total signaling is unavailable</i> |
| <i>Major Link Failure</i> | <i>50% to < 75% of total signaling capacity is unavailable</i> |
| <i>Minor Link Failure</i> | <i>25% to < 50% of total signaling capacity is unavailable</i> |
| <i>Critical Route Failure</i> | <i>50% or more of total capacity of the route is unavailable to carry traffic</i> |
| <i>Major Route Failure</i> | <i>25% to < 50% of total capacity of the route is unavailable to carry traffic</i> |
| <i>Minor Route Failure</i> | <i>1% to < 25% of total capacity of the route is unavailable to carry traffic</i> |

3.2.1. The total loss of a trunk group or the total loss of billing information shall also be considered as a Critical Link Failure or Route Failure requiring the resolution objectives given below in Clause 3.3.

3.3. Resolution Objectives:

3.3.1. **Critical and Major Faults:** Problem resolution is immediate and continuous until the service level is restored to pre-incident level.

3.3.2. **Minor Faults:** Problem resolution shall be no later than twelve (12) hours after Fault is detected and continuous until the service level is restored to pre-incident level.

3.3.3. **Non-Service Affecting:** No later than the next Business Day after Fault is detected and continuous until the service level is restored to pre-incident level.

3.4. Escalation Procedure:

Both Parties agree that the escalation procedures for Fault Management shall be set up within fourteen (14) days of the signing of this Agreement.

4. PLANNED AND EMERGENCY MAINTENANCE

4.1. Planned maintenance encompasses: (a) work that affects or has the potential to affect the System of a Party or its underlying network links or their quality of service; (b) work that affects or has the potential to affect the quality of service provided to subscriber connections; or (c) work that affects, or has the potential to affect the quality of service provided by the other Party's System.



- 4.2. The Party planning to carry out planned maintenance activity (the "Maintenance Party") should provide at least five (5) Business Days prior notice to the other Party of such planned maintenance.
- 4.3. If the other Party determines that the planned maintenance has the potential to adversely affect its Services, then it should contact the Maintenance Party within two (2) Business Days of receipt of the notice under Clause 4.2 above.
- 4.4. Both Parties must be in possession of the final schedule for any planned maintenance at least three (3) Business Days before the commencement of any planned maintenance. If an agreement cannot be reached within this time frame, then the escalation procedure (as described in Clause 3.4 above) should be followed.
- 4.5. Both Parties will endeavour to carry out planned maintenance during low traffic periods.
- 4.6. Emergency maintenance is a type of maintenance work that needs to be carried out immediately due to the negative impact or potential negative impact to Services. If this emergency work affects or has the potential to affect the other Party's Services then, as much advance notice will be given as the situation permits or if no advance notice can be given then immediately following such Emergency maintenance.

5. BILLING

5.1. Introduction:

- 5.1.1. This clause specifies the processes related to billing and accounting applicable to the Services provided between Service Supplier and Service Taker.
- 5.1.2. The billing period shall be the monthly period starting on the first day and ending on the last day of every month ("Billing Period").

5.2. Data Collection and Invoice Processing:

- 5.2.1. For usage-based services, Call Detail Record ("CDR") based billing will be used in electronic or paper format as the Parties may agree in writing.
- 5.2.2. Invoices for the Billing Period will detail each Service specified in *Schedule 2 (Services)* Schedule and shall also include the Billing Period, Service Type, Service Usage in time units, Service Tariffs in Belize Dollars per time unit, total for each Service and the total for the invoice. Where a Service is comprised of different rating elements the invoice will also detail which rating elements have been applied and the quantities to which each of the rating elements have been applied.

5.3. Invoice Disputes:

- 5.3.1. In the event that the Service Taker disputes the accuracy of an invoice pursuant to Clause 8.4 of the Legal Framework, the Service Taker will as soon as practicable, and in any event within ten (10) Business days of the date of receipt of the relevant invoice, notify the authorized representative of the Service Supplier of the dispute including all necessary details. This notification will be in writing and served by hand, email, or facsimile.
- 5.3.2. Where a dispute has arisen, the billing and billed Parties will exchange daily summaries for the period under dispute to attempt resolution. Failing this, CDRs for the period and the actual rating for these CDRs will be exchanged in the format defined in this Schedule.



5.3.3.If the dispute is not resolved within ten (10) Business days following referral to the authorized representative, either Party may escalate the dispute to the CEO Level.

5.3.4.Any sums found to be due or overpaid in respect of the disputed invoice shall be paid within thirty (30) days from the date of determination together with interest at the annual average base lending rate of the banks in Belize from time to time in force plus two percent (2%) per annum from and including the day following the due date for payment until the date of payment in full.

5.4. Undetected Billing Errors:

5.4.1.In the event that a billing error is discovered that occurred in a Billing Period not more than twenty four (24) months prior to the current Billing Period, either Party may request a review of the invoice for any Billing Period. In the event of overpayment, the over-payer shall be entitled to a refund of the overpayment. In the event of underpayment, the under-payer shall be obliged to pay the amount due. Any sums found to be due or overpaid in respect of the previously undetected billing error shall be paid within thirty (30) days from the date of determination.

5.4.2.In the event that a billing information being permanently unavailable to either Party, the Party unable to generate the bill may estimate the amount due based on an estimating method agreed by both Parties in advance. The Party performing the estimation will supply the detailed data and calculation on which the estimate is based.

5.5. Late Usage:

5.5.1.Where CDR's are only temporarily unavailable they should be included in the subsequent Billing Period as "prior". This late usage should appear on the invoice separately from usage that occurred during the Billing Period, which the invoice covers.

5.6. Validation:

5.6.1.In cases where dispute resolution requires that CDRs be exchanged, the following format will be used. Alternative formats may be used if agreed by both Parties. A process will be defined by the Parties authorized representatives, to identify and act upon relevant discrepancies between Billing Data.

| Field | Field Size | Format | Meaning |
|---------------------|------------|--------------|---|
| a-number | 28 | Alphanumeric | The dialing number |
| b-number | 28 | Alphanumeric | The dialing number |
| Point of Connection | 7 | Alphanumeric | The BTL interconnect office |
| Incoming Route | 20 | Alphanumeric | Populated for Calls sent to the Service Supplier |
| Outgoing Route | 20 | Alphanumeric | Populated for Calls sent to the Service Taker |
| Start date/time | 16 | Numeric | Call start time format YYYYMMDDHHMMSShh |
| Duration | 4 | Numeric | Call duration format Seconds (e.g. 0-1000 seconds) |

5.7. Retention of Billing Data:

5.7.1. Each Party will keep billing data saved in an appropriate and safe form for at least six (6) years from the date of its production.

5.8. Security Measures for Access to Sites:

5.8.1. Each Party shall grant any required access to its sites, pursuant to this Agreement, in accordance with all Access Control Procedures as stipulated by the Party whose site is being accessed.

5.9. Joint Management Meetings:

5.9.1. Joint Review Periodic Meetings involving senior management level representatives (level three (3) in the dispute resolution process) from both Parties will be held, at least quarterly, to discuss issues relating generally to interconnection and related infrastructure arrangements, and specifically to implementation of this Agreement as well as the operation of Services provided pursuant to this Agreement.

A handwritten signature in black ink, consisting of stylized initials and a surname, located in the bottom right corner of the page.

SCHEDULE 2

SERVICES

1. The following Services will be provided by BTL to Speednet:
 - 1.1. termination of voice telephone calls onto the BTL Public Switched Telephone (PSTN) Fixed Network, for subscriber telephone numbers located within the local exchange area relative to the point of interconnection;
 - 1.2. termination of voice telephone calls onto the BTL PSTN fixed network, for subscriber telephone numbers located outside the local exchange area relative to the point of interconnection;
 - 1.3. termination of voice telephone calls onto the BTL mobile network, for subscriber telephone numbers located anywhere within Belize;
 - 1.4. termination of short messages, A2P and P2P on the BTL mobile network, for subscriber telephone numbers located anywhere in Belize;
 - 1.5. termination of emergency calls to Emergency services originating from subscribers connected to Speednet's System;
 - 1.6. provision of BTL's Directory Services for subscribers connected to Speednet's System subject to Speednet setting up the necessary directory database and the establishment of the procedures and practices by both Parties for accessing their respective databases; and
 - 1.7. termination of national toll-free services originating from subscribers connected to Speednet's System.
2. The following Services will be provided by Speednet to BTL:
 - 2.1. termination of voice telephone calls onto Speednet's fixed wireless network, for subscriber telephone numbers located within the local exchange area relative to the Point of Interconnection;
 - 2.2. termination of voice telephone calls onto Speednet's fixed wireless network, for subscriber telephone numbers located outside the local exchange area relative to the Point of Interconnection;
 - 2.3. termination of voice telephone calls onto Speednet's mobile network, for subscriber telephone numbers located anywhere within Belize;
 - 2.4. termination of short messages, A2P and P2P on Speednet's mobile network, for subscriber telephone numbers located anywhere in Belize;
 - 2.5. provision of Speednet's Directory Services for subscribers connected to BTL's System subject to BTL setting up the necessary directory database and the establishment of the procedures and practices by both Parties for accessing their respective databases;
 - 2.6. termination of national toll-free services originating from subscribers connected to the BTL's System and;



2.7. termination of emergency calls to Emergency services originating from subscribers connected to the BTL's System.

3. The Parties may agree to provide other services as mutually agreed upon from time to time in writing and in accordance with the terms of this Agreement.

A handwritten signature in black ink, consisting of several stylized, overlapping strokes, located in the bottom right corner of the page.

SCHEDULE 3

INTERCONNECTION TARIFFS

1. The following table shows the termination Tariffs payable by the Service Taker to the Service Supplier for the supply of the Services listed in *Schedule 2*.

| | BTL Termination Rates | Speednet Termination Rates |
|--|-----------------------|----------------------------|
| Mobile Termination | 0.0500 | 0.0500 |
| Fixed National Long-Distance Termination | 0.0500 | 0.0500 |
| Fixed Intra District Termination | 0.0500 | 0.0500 |
| National Toll-Free termination | 0.0500 | 0.0500 |
| Directory Services Termination | 0.0500 | 0.0500 |
| Fixed Local Termination | 0.0200 | 0.0200 |
| National SMS Termination [P2P] | 0.0000 | 0.0000 |
| National SMS termination [A2P] | 0.0000 | 0.0000 |
| International SMS termination [A2P] | 0.0411 | 0.0411 |
| Machine to Machine SMS [M2M] | 0.0000 | 0.0000 |

2. The BTL Termination Tariffs are the rates charged by BTL to Speednet for Calls and Messages terminating on the BTL System.
3. The Speednet Termination Tariffs are the rates charged by Speednet to BTL for Calls and Messages terminating on Speednet's System.
4. For reconciling and settlement purposes, traffic data with respect of Calls and Messages conveyed from one Party's System to the other Party's System will be totaled at the end of each month and rounded up to the nearest minute.
5. The Termination Tariffs above are applicable, unless otherwise agreed in writing by BTL and Speednet and approved by the PUC, or unless the following circumstances apply:
- 5.1. The Parties either agree to amend or re-negotiate this Agreement, with the approval of the PUC; or
- 5.2. The PUC imposes in accordance with the Act or Regulations or Orders made thereunder, Interconnection Rates on BTL and Speednet, which conflict with the termination Tariffs in this Agreement.
6. Under the occurrence of either of the circumstances set out in Clause 5 above, (as applicable), the rates referred to are to replace the termination Tariffs detailed in the table above.



7. National P2P and National A2P SMS messages are to be terminated on each Party's System free of charge. The Party sending the P2P SMS messages shall keep one hundred percent (100%) of billed revenue.
8. Any other services to be offered pursuant to this Agreement will be subject to terms and conditions and rates to be agreed upon by the Parties in writing, with the approval of the PUC.

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SCHEDULE 4

TECHNICAL SPECIFICATIONS

1. General

- 1.1. The Point of Interconnection in the Esquivel Telecom Center building will be the new location of the Primary Interconnect Fiber Patch Panel in Belize City. The Core Room in Orange Walk will have the redundant link for the inter-connection between Speednet and Belize Telemedia Limited.



BTL-SMART HLD
2.1vsd.x.vsd.x

2. Network Interfaces

- 2.1. Interconnection shall be based on Session Initiation Protocol technology ("SIP") whereby the Signaling will be handled by SIP and traffic by Real Time Protocol ("RTP").
- 2.2. All SIP equipment installed by Speednet and BTL shall be compliant with ITU-T standards/interfaces.
- 2.3. The Network Interface for SIP requires Session Border Controllers (SBC) and Media Gateways ("MGW"), which will be behind Firewalls on both ends.
- 2.4. Trunk capacity shall be a 1 Gbps link from Speednet to BTL Orange Walk and a second 1 Gbps link from Speednet to BTL Belize City (Esquivel Telecom Center). This service design provides sufficient capacity based on current usage and growth potential, while also enabling redundancy for service availability.
- 2.5. The links referred to in section in 2.4 will be monitored until the utilization for either link reaches 80% (800Mbps). Once utilization reaches 80% the respective link will be expanded by an additional 1 Gbps.
- 2.6. In the event there is a need to increase capacity, both Parties shall cover the cost of the equipment for their respective end points. If required, costs for backhaul fiber for any capacity expansion shall be shared evenly between the two Parties.
- 2.7. The SMS traffic between the two Parties will traverse the same links mentioned in 2.4 above. Based on the current utilization of under 100Kbps, this additional traffic will be minimal and therefore also transported over the physical links mentioned in 2.4.

3. Signaling

- 3.1. Speednet and BTL shall agree to have redundant SIP connectivity between BMP and Orange Walk since BTL has redundant core nodes in the aforementioned locations.

4. Quality of Service Level

- 4.1. The normal Grade of Service ("GOS") applicable to the switches shall be one (1) per cent and shall exclude instances of high peak traffic that generally do not occur on a regular basis. Dimensioning will be done in accordance to ITU E 492 or any other subsequently agreed upon methodology.

- 4.2. The quality of service level applicable to the network links shall be:



Network Link Availability shall be 99%

4.2.1. The definition of Network Link Availability (99%) is:

$100 * (\text{total time} - \text{time allocated to planned maintenance} - \text{time the link is not available for traffic due to faults})$

(Total time - time allocated for planned maintenance) during each calendar month.

4.3. Network Link Availability is the parameter used to measure the service quality of the SIP Trunk Group Link. The quality of service parameters are applicable to all Network Links that are delivered by BTL as well as to all Network Links that are delivered by Speednet.

5. SIP Trunk Groups

5.1. SIP Trunk Groups may be unidirectional or bidirectional as Parties may agree.

6. Interconnection Nodes

6.1. The Interconnection Node for BTL shall be the Huawei SBC located at Belmopan BMP and Orange Walk OW Core Buildings.

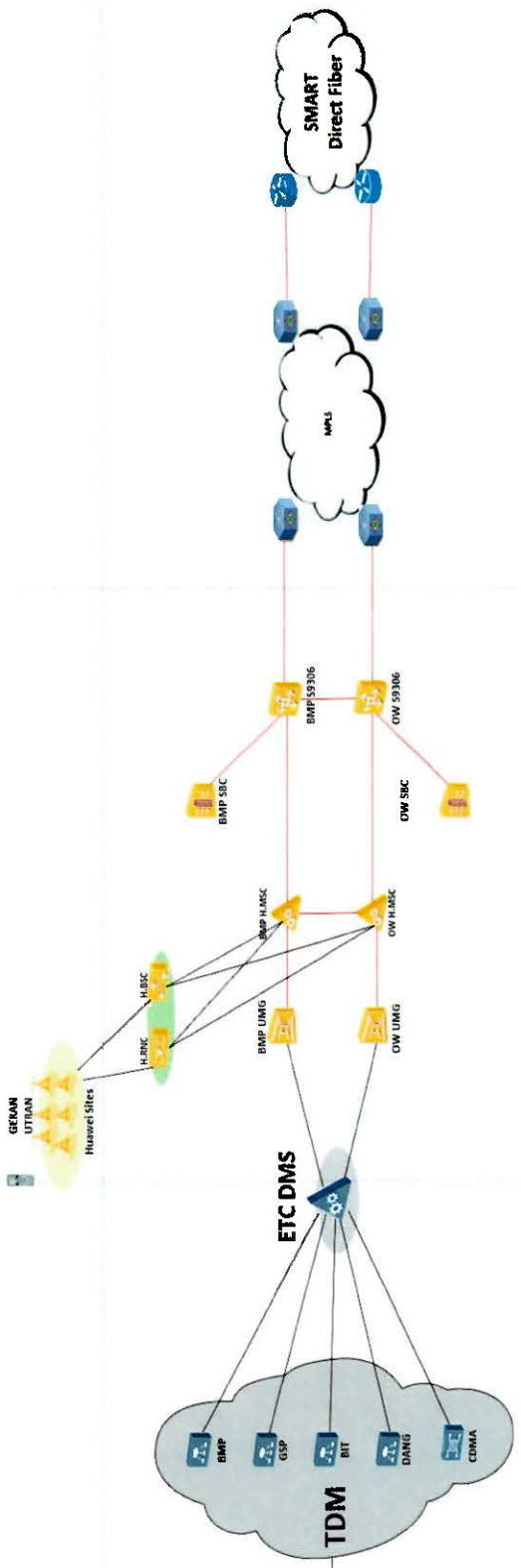
6.2. The Interconnection Fiber for Speednet shall be at the ETC Server room and the OW Core Room via Centaur Communications Company.

6.3. The Interconnection Node for Speednet shall be the Huawei MSC and the ZTE MSC located at 2.5 Miles Phillip Goldson Highway.

7. Responsibilities in Connection with Speednet Owned Equipment

7.1. Each Party shall be responsible for the installation, testing, commission and putting into Service its own equipment.





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