

**Proposed Interconnection Agreement**

**Between**

**Federated States of Micronesia Telecommunications Corporation**

**and**

**Boom! Inc**

**Date \_\_\_\_\_ 2024**

Contents

- 1. **Definitions and Interpretation**..... 3
- 2. **Term**..... 7
- 3. **Obligation to Interconnect**..... 8
- 4. **Provision of Interconnection Services** ..... 8
- 5. **Charges for Interconnection Services** ..... 9
- 6. **Invoicing and Payment**..... 9
- 7. **Confidential Information** ..... 11
- 8. **Intellectual Property** ..... 13
- 9. **Suspension or Restriction of Interconnection Services** ..... 13
- 10. **Early Termination** ..... 14
- 11. **Liability**..... 16
- 12. **Dispute Resolution** ..... 17
- 13. **Force Majeure** ..... 18
- 14. **Operational Procedures** ..... 18
- 15. **Changes to Points of Interconnection** ..... 19
- 16. **Protection of Networks**..... 20
- 17. **Forecasts of Future Network Requirements** ..... 21
- 18. **Technical Specifications** ..... 21
- 19. **Network changes**..... 22
- 20. **Numbering**..... 23
- 21. **Assignment** ..... 24
- 22. **Miscellaneous**..... 25
- SCHEDULE 1: OPERATIONAL PROCEDURES** ..... 29
- SCHEDULE 2: TECHNICAL SPECIFICATIONS** ..... 41

This Agreement is made on \_\_\_\_\_, 2024

- Between (1) **Federated States of Micronesia Telecommunications Corporation**, a public corporation established by the Federated States of Micronesia Telecommunications Corporation Act of 1981, as amended (together with its successors and permitted assigns and transferees, **FSMTC**)
- And (2) **Boom! Inc.**, a corporation registered under the laws of the Federated States of Micronesia (together with its successors and permitted assigns and transferees, **iBoom!**)

## IT IS AGREED

### 1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

- (1) **Act** means the Telecommunications Act 2014;
- (2) **Affiliate** has the meaning given to it in the Act;
- (3) **Agreement** means this agreement (including the schedules) as amended from time to time;
- (4) **Authority** means the Telecommunication Regulation Authority established under section 304 of the Act;
- (5) **Bill Rate** means the most recent 91-day Treasury Bill bank discount rate published by the U.S. Department of the Treasury prior to the relevant date;
- (6) **Call Termination Service** means:
  - (i) the acceptance of all calls handed over from the iBoom network originating in that network to the FSMTC network at the Point of Interconnection for which the FSMTC geographic number or the FSMTC mobile number is provided, and delivery or offer of delivery of each such call to the designated destination in respect of that call (at no lesser quality than FSMTC provides to its own customers); and
  - (ii) the acceptance of all calls handed over from the FSMTC network originating in that network to the iBoom! network at the Point of Interconnection for which the iBoom! geographic or the iBoom! mobile number is provided and delivery or offer of delivery of each such call to the designated destination in respect of that call (at no lesser quality than iBoom! provides to its own customers);
- (7) **Confidential Customer Information** means all information which one party provides to the other party on a confidential basis or which the other party otherwise holds or obtains, concerning any particular customer of the first party or any particular person who intends

to become a customer of the first party, and includes Numbering Information, but does not include any such information:

- (i) which is obtained from sources independent of the first or second party's Affiliates, including (for the avoidance of doubt and without limitation) information obtained from the relevant customer of the first party;
  - (ii) which was known to the other party at the time of receipt or which is or becomes publicly available, in each case otherwise than as a result of a breach of an obligation of confidence; and
  - (iii) which is both contained in and generated from the other party's own billing records related to the other party's customers, other than billing records relating to the provision of Interconnection Services;
- (8) **Confidential Information** means all information which is confidential or proprietary to a party (the first party or the second party) or its Affiliate, but does not include any such information:
- (i) which is independently developed by the other party, or any Affiliate of the other party, outside the scope of this Agreement;
  - (ii) which is other confidential or proprietary information obtained from sources independent of either party and their respective Affiliates;
  - (iii) which was publicly available at the time of receipt or the date of this Agreement;
  - (iv) which was known to the other party at the time of receipt or becomes publicly available after the execution of this Agreement, in each case otherwise than as a result of a breach of an obligation of confidence;
  - (v) required to be released under any applicable law, or order of any court, governmental agency or body having legal power to compel disclosure;
- (9) **Due Date** means the 20th day of the month following the last day of the period covered by the invoice;
- (10) **Emergency Call Service** means the acceptance by FSMTC of all calls handed over from the iBoom! network to the FSMTC network at the Point of Interconnection for which an emergency service number is provided, and delivery by FSMTC of that call to the emergency service provider to which that call is directed (at no lesser quality than it provides to its own customers);
- (11) **Expiry Date** means the date that is five (5) years after the date of commencement of this Agreement set out in clause 2.1;
- (12) **Force Majeure Event** means any event beyond the reasonable control of a party which includes, but is not limited to, an act of God, confiscation or expropriation, embargo, fire, flood or storm, explosion or nuclear accident, requirement or restriction of governmental authorities, sabotage, revolution, riot, terrorism, act of war (whether declared or not) or

warlike operations, earthquake, land slide or volcanic eruption, interference in respect of customary land, industrial action such as strike, lockout, work stoppage or other labor hindrance, but does not include:

- (i) any event which the party relying on the Force Majeure Event could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or
  - (ii) a lack of funds for any reason or any other inability to pay;
- (13) **FSM** means the Federated States of Micronesia;
- (14) **Intellectual Property** includes trademarks, service marks, inventions, patents, designs, copyrights, know how, trade secrets and all rights and interests or licences to use any of them;
- (15) **Interconnection Services** means those telecommunications services set out in clauses 4.1(1) to 4.1(3) (inclusive);
- (16) **Invoicing Party** means, in relation to any invoice in respect of any payment due under this Agreement, the party which renders the invoice;
- (17) **Licensee** has the meaning given to it in the Act;
- (18) **Numbering Information** means the A-number of the calling party end user subscriber that originated that traffic:
- (i) provided in the form of the national significant number as defined by CCITT/ITU Recommendations, including (where the traffic originates outside of the FSM) the country code for non-FSM numbers; and
  - (ii) including any CLIR Flags (an indicator provided together with an A number for the purposes of calling line presentation information which indicates that the A-number is not to be forwarded to the called party) and any other numbering information relating to that traffic, but not including billing name and address,
- provided that, where an international network has not provided the A number for that traffic, the party handing over that traffic under this Agreement shall use reasonable endeavors to provide the digits "0000" (or such other digits agreed to by the parties) to identify that the traffic has come from an international network;
- (19) **Operational Procedures** means the operational procedures set out in Schedule 1, as amended from time to time in accordance with this Agreement;
- (20) **Outage** means the failure by a party (the **first party**) to provide, in whole or in part, an Interconnection Service to the other party (the **second party**) in accordance with this Agreement due to:
- (i) any health and safety matter which, in the first party's reasonable opinion, requires the first party not to supply the Interconnection Service;

- (ii) any suspension, restriction, fault or other disruption of the provision of an Interconnection Service by the second party which, in the first party's reasonable opinion, makes the provision, in whole or in part, of the Interconnection Service by the first party impossible or impracticable;
- (iii) any suspension, restriction, fault or other disruption to the network of a third party Licensee which, in the first party's reasonable opinion, makes the provision, in whole or in part, of the Interconnection Service by the first party impossible or impracticable;
- (iv) any technical or operational matter, or any other circumstance which, in the first party's reasonable opinion, requires the first party not to supply the Interconnection Service in order to manage or protect its network, including (without limitation):
  - (A) a change to either party's network;
  - (B) the testing, repair or maintenance of the first party's network which gives rise to interference in, or disruption to, the second party's network;
  - (C) the testing, repair or maintenance of the second party's network which gives rise to interference in, or disruption to, the first party's network;
  - (D) any instability, congestion or other operational problems in the first party's network in circumstances where attempts by the first party to eliminate the effects by using call management procedures, such as call gapping or selective make-busy, have failed;
  - (E) any emergency situation, such as:
    - i. immediate danger to the safety of any person;
    - ii. immediate interference with, disruption to, and/or threat to:
      - a. either party's network;
      - b. the network of a third party Licensee;
      - c. the provision of Interconnection Services and/or end user services by a party; and/or
      - d. the provision of interconnection services and/or end user service by a Licensee, including the protection and/or integrity of a network, interconnection services and/or end user service; or
  - (F) any event giving rise to danger, interference, disruption and/or a threat of the kind described in clause 1.1(20)(iv)(E);

(21) **Paying Party** means, in relation to any invoice in respect of any payment due under this Agreement, the party to whom the invoice is addressed;

- (22) **Point of Interconnection** means an electrical and physical interface point between the FSMTC network and the iBoom! network at which calls or text messages are, or are to be, handed over from the FSMTC network to the iBoom! network, and vice versa, as further defined in clause 3.1;
- (23) **Rules** means the Interconnection and Access Rules, 2019, as amended from time to time;
- (24) **Technical Specifications** means the technical specifications set out in Schedule 2, as amended from time to time in accordance with this Agreement;
- (25) **Text Message Termination Service** means the acceptance of all text messages handed over from the other party's network originating in that network to either party's mobile telecommunications network at the Point of Interconnection for which either party's mobile number is provided and delivery or offer of delivery of each such text message to the designated destination in respect of that text message; and
- (26) **Working Day** means a day other than a Saturday, a Sunday, a statutory holiday in the FSM or a day that the National Government of the FSM has declared is a public holiday in the FSM.

1.2 For the purposes of this Agreement, unless the context otherwise requires:

- (1) headings and sub headings are for convenience only and do not form part of, or affect the meaning of, this Agreement;
- (2) references in this Agreement to clause numbers are references to clause numbers in the main body of this Agreement, unless otherwise specified;
- (3) references in this Agreement to schedules are references to schedules to this Agreement, unless otherwise specified;
- (4) singular includes the plural, and vice versa;
- (5) reference to any legislation or regulation is a reference to that legislation or those regulations as amended or replaced; and
- (6) any reference to a party includes that party's successors and permitted assignees (as the case may be); and
- (7) all references to USD or dollars means United States dollars unless expressed otherwise.

## 2. Term

- 2.1 This Agreement will be for a term of five (5) years and will commence on the date first written above or on the date the Authority determines the terms and conditions of this Agreement, whichever occurs first.
- 2.2 This Agreement expires on the Expiry Date, unless the term of this Agreement is extended under clause 2.4 or unless this Agreement is terminated earlier by law or under the terms of clause 10.

- 2.3 The parties shall, by not later than six (6) months prior to the Expiry Date, commence negotiations for a new interconnection agreement to replace this Agreement. If the parties fail to reach agreement on the terms and conditions of the proposed renegotiated interconnection agreement by one month prior to the Expiry Date, then either party may apply to the Authority for dispute resolution in accordance with section 340 of the Act.
- 2.4 If either party applies to the Authority for dispute resolution pursuant to clause 2.3, the terms and conditions of this Agreement shall continue to apply until the Authority determines or the parties reach agreement on a new interconnection agreement.

**3. Obligation to Interconnect**

- 3.1 Each party shall connect, and keep connected for the term of this Agreement, its network to the other party's network at trunk side (inter-switch or inter-exchange) level between FSMTC's Central Office in Yap and iBoom!'s Central Office in Yap (or such other premises as may be agreed between the parties) (each, a **Point of Interconnection**) for the purposes of the making available and provision of Interconnection Services to each other.
- 3.2 Each party shall bear its own costs of providing its own Point of Interconnection and of providing interconnect links from its network that connect to the Point of Interconnection and all other costs incurred by that party associated with providing Interconnection Services to the other party. The parties may agree to provide interconnect links jointly or to share the costs of providing interconnect links between the Points of Interconnection.
- 3.3 The parties shall connect their networks in accordance with the Technical Specifications.

**4. Provision of Interconnection Services**

- 4.1 Each party will provide the following interconnection services to the other party:
  - (1) the Call Termination Service;
  - (2) the Text Message Termination Service,and FSMTC will provide to iBoom!:
  - (3) the Emergency Call Service.
- 4.2 Neither party is responsible for the conveyance of any call or text message in the network of the other party.
- 4.3 Neither party is responsible for the conveyance of any call or text message where a charge for the conveyance of the call or text message by that party is not specified in, or has not been agreed or determined pursuant to, this Agreement. For the avoidance of doubt, a charge includes a price set equal to zero.
- 4.4 Except as expressly provided in this Agreement, neither party is responsible for the conveyance of calls or text messages to a third party's network if it does not have an agreement to do so with the operator of that network.



- 4.5 Each party shall make available and provide Interconnection Services to the other party with the intention that, as far as is reasonably practicable, the Interconnection Services will be continuously available and, when in use, continuous and fault-free and, in any event, at a level of quality at least equivalent to the level of quality at which the party provides the Interconnection Services or equivalent to itself.
- 4.6 Except where the parties otherwise agree, neither party will transit in-bound international calls or text messages to the other party during the term of this Agreement.

**5. Charges for Interconnection Services**

- 5.1 Each party will provide the Interconnection Services to the other party at the following prices:

	<b>Type of Interconnection Service</b>	<b>Price</b>
(a)	Call Termination Service for calls to FSMTC or iBoom! geographic numbers, where the designated destination is in the FSMTC or the iBoom! fixed telecommunications network, respectively.	NIL charge (“bill and keep”)
(b)	Call Termination Service for calls to FSMTC or iBoom! mobile numbers, where the designated destination is in the FSMTC or iBoom! mobile telecommunications network, respectively.	NIL charge (“bill and keep”)
(c)	Text Message Termination Service	NIL Charge (“bill and keep”).
(d)	Emergency Call Service	NIL Charge (“bill and keep”)

- 5.2 In order for a call to be chargeable, the call must give rise to the transmission of an answer line signal.
- 5.3 In respect of each of the Interconnection Services in clauses 5.1(a), (b), and (d) above, the price for calls applies on a per second basis. The Invoicing Party shall calculate the aggregate duration of calls in respect of each of the Interconnection Services in clause 5.1(a), (b), and (d) above during the billing period, and shall round each aggregate amount down in its invoices to the nearest minute.
- 5.4 Unless expressly provided otherwise, all references in this Agreement to charges are exclusive of any applicable sales or other taxes.

**6. Invoicing and Payment**

- 6.1 The quality of billing of services under this Agreement by the Invoicing Party shall be to a standard which is comparable to the quality of the billing provided by the Invoicing Party to its major customers and other Licensees in respect of comparable services. Without limiting the foregoing, any invoice to the Paying Party for charges and costs payable by the Paying Party, shall include reasonable information in accordance with normal commercial practice to enable the Paying Party to check the accuracy of the amount charged.
- 6.2 Unless the parties otherwise agree in writing, the period to be covered by an invoice under this Agreement shall be a calendar month, and that each party shall declare their estimated minutes of their respective networks together with their invoice on or prior to 15th Day of the following month.

- 6.3 Each party shall co-operate with the other on billing and invoice verification matters, including:
- (1) the information to be provided to each other with respect to an invoice;
  - (2) the methods by which that information is provided;
  - (3) the need to meet from time to time to resolve billing disputes; and
  - (4) the need to discuss other matters relating to billing and the verification of charges.
- 6.4 Subject to clause 6.6, all amounts invoiced by the Invoicing Party to the Paying Party under this Agreement shall be due and payable on or before the Due Date of the next relevant invoice.
- 6.5 Subject to clause 6.11, all charges and other amounts payable by the Paying Party under this Agreement:
- (1) shall be paid by the Paying Party to the Invoicing Party, at the place or to a bank account nominated from time to time by the Invoicing Party, and (except to the extent required by law) free of any deductions, set off or withholding on account of any amount; and
  - (2) Shall be paid in United States dollars.
- No payments may be made under this Agreement by credit card or debit card.
- 6.6 If the Paying Party has a claim in respect of the accuracy or correctness of an invoice issued by the Invoicing Party, the Paying Party:
- (1) shall, on or before the Due Date of the invoice which it disputes, serve notice on the Invoicing Party setting out details of the relevant invoice, the disputed amount and the grounds for the dispute together with supporting evidence; and
  - (2) may withhold payment to the Invoicing Party of the disputed amount. The remainder of the amounts charged in the invoice shall be paid by the Paying Party on or before the Due Date in the normal manner.
- 6.7 All disputes under clause 6.6 shall be *bona fide* disputes for which the Paying Party has reasonable cause to believe that there has been a billing error.
- 6.8 The Invoicing Party and the Paying Party shall use their reasonable endeavors to settle promptly any claim of which the Invoicing Party is notified under clause 6.6. Failing resolution within forty (40) Working Days of the date of the service of the notice under clause 6.6, either party may serve notice on the other that it wishes the dispute to be referred to dispute resolution and the dispute shall be referred directly to dispute resolution in accordance with clause 12.4 on the expiry of ten (10) Working Days from the date of service of such notice (without the need for prior negotiation). The terms of reference of such dispute resolution shall be agreed between the parties but shall relate only to that claim or dispute on the accuracy or completeness of the invoice.
- 6.9 If it is agreed by the parties or found by the Authority or by a court of competent jurisdiction that there was no error in the relevant invoice, then the Paying Party shall forthwith pay in full the amount withheld and shall pay to the Invoicing Party interest on a daily basis at the Bill Rate (as at the Due Date) plus one percent (1%) per annum for the period from but excluding the date of the

invoice to and including the date of payment of the amount withheld, such interest to be paid at the same time as the amount withheld.

6.10 Nothing in this Agreement or in the terms of any invoice or statement shall prejudice the Invoicing Party's right to charge the Paying Party for any services under this Agreement which should have been included within earlier invoices or statements but which were inadvertently omitted. This right shall be limited to a period of three (3) months from the date of the provision of the relevant service, after which no charge may be made for that service.

6.11 The Invoicing Party may at the direction of the Paying Party apply any amounts payable under clause 6.9 as a credit towards other charges payable by the Paying Party under this Agreement.

6.12 Where:

- (1) an amount due from the Paying Party to the Invoicing Party under this Agreement remains unpaid after the Due Date of the relevant invoice and that amount is not one to which clause 6.6 applies; or
- (2) an amount due from the Paying Party to the Invoicing Party under clause 6.9 remains unpaid on the sixth Working Day after the date of resolution of the dispute;

then the Paying Party shall be liable to pay to the Invoicing Party interest on a daily basis on that amount at the Bill Rate (as at the Due Date or the date six (6) Working Days after the date of resolution of the dispute, as the case may be) plus five percent (5%) per annum. Such interest shall be charged from and excluding the Due Date of the relevant invoice, or from and excluding the sixth Working Day after the resolution of the dispute, as the case may be, to and including the date of payment of the amount due, such interest to be paid at the same time as the payment of the amount due.

6.13 The Paying Party shall continue to be liable to pay for any charges incurred between the time of notice of termination or suspension of any service of the Invoicing Party and the actual discontinuance of the service of the Invoicing Party. Unless the parties otherwise agree, where such services continue to be provided after termination of this Agreement, the terms of this Agreement (excluding any obligation to provide services under this Agreement) shall continue to apply to the provision of those services.

## 7. Confidential Information

7.1 For the purposes of this clause 7, the party:

- (1) owning or supplying Confidential Information shall be called the **Supplying Party**; and
- (2) receiving Confidential Information shall be called the **Receiving Party**,

and either expression shall include all Affiliates of the relevant party.

7.2 The Receiving Party shall, in respect of Confidential Information received from the Supplying Party or of which the Receiving Party otherwise becomes aware through its implementation or operation of this Agreement:

- (1) adopt (if necessary) and maintain procedures reasonably adequate to protect the Confidential Information;
- (2) hold the Confidential Information in confidence with the same degree of care with which it holds its own confidential and proprietary information, unless the Supplying Party approves in writing the release of the Confidential Information by the Receiving Party;
- (3) ensure that neither it nor any of its officers, employees, contractors or agents who receive the Confidential Information discloses or causes or permits to be disclosed, without the prior written consent of the Supplying Party, the Confidential Information or any part of it to any person other than to:
  - (i) the Receiving Party's professional advisers; or
  - (ii) those of the Receiving Party's officers, employees, contractors or agents directly concerned in the implementation or operation of this Agreement,and shall advise the Supplying Party from time to time, on request of the Supplying Party, details of the professional advisers, contractors and agents who are or may be recipients of Confidential Information;
- (4) not, whether directly or indirectly, make use of, or cause or permit use to be made of, the Confidential Information or any part of it in any manner whatsoever other than as necessary for the implementation or operation of this Agreement;
- (5) enter into such other agreements as the Supplying Party may reasonably require regarding any part of the Confidential Information which is disclosed by the Supplying Party under licence from a third party; and
- (6) at the Supplying Party's request, use reasonable endeavors to cause any person to whom the Confidential Information is disclosed in accordance with clause 7.2(3) (other than officers and employees of the Receiving Party) to provide a written undertaking to the Supplying Party, in terms reasonably acceptable to the Supplying Party, to receive and preserve in confidence the Confidential Information.

For the avoidance of doubt, the parties agree that if an officer, employee, contractor or agent of the Receiving Party discloses or uses Confidential Information other than as permitted by this clause 7.2, then the Receiving Party shall be responsible for that use or disclosure as if the use or disclosure had been made by the Receiving Party itself.

7.3 Subject to clause 7.4, the parties agree not to use the Confidential Customer Information of the other party for any purposes other than that for which it was supplied including, without limiting the foregoing, for sales or marketing purposes. For the purposes of this clause 7, the use of Confidential Customer Information for sales or marketing purposes means the use in any manner whatsoever by a party (the **first party**) of such information in a manner designed or tending to encourage a person that is at that time a customer of the other party:

- (i) to transfer from being a customer of the other party to being a customer of the first party; or

- (ii) to subscribe to a service offered by the first party (whether or not that service is offered by the other party).

- 7.4 The parties acknowledge that in certain circumstances members of their respective staffs engage in multiple roles or functions, which traverse divisional lines within their respective entities. A party shall not be deemed to have failed to take all reasonable care not to use Confidential Customer Information for sales and marketing purposes merely because Confidential Customer Information may in some circumstances be available to a person who has multiple roles or functions (one of which is sales or marketing) for purposes other than sales or marketing. Nevertheless, nothing in this clause 7.4 derogates from, or releases a party from its absolute obligation to use all reasonable care under clause 7.3.
- 7.5 The Receiving Party acknowledges that its breach of any of the provisions of this clause 7 may cause the Supplying Party (and any third party which has given the Supplying Party a licence to use or disclose any Confidential Information for the purposes of this Agreement) irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, the Supplying Party may seek and obtain injunctive relief against the breach or threatened breach of this clause 7 in addition to any other remedies that may be available.
- 7.6 The Receiving Party agrees to indemnify and hold the Supplying Party harmless from all loss, damage, liability, costs or expense which may be suffered or incurred by the Supplying Party as a result of a claim by a third party directly or indirectly arising out of a breach by the Receiving Party of any of the provisions of clause 7, other than clauses 7.3 and 7.4.

## **8. Intellectual Property**

- 8.1 Unless the parties otherwise agree in writing:
  - (1) all Intellectual Property which originates from, or is owned or developed by, a party or its Affiliate shall remain in the ownership of that party or its Affiliate; and
  - (2) where Intellectual Property is owned or has been developed by a party or its Affiliate for the purposes of observing or performing obligations under this Agreement, then the other party or its Affiliate shall have a nonexclusive royalty-free licence to use such Intellectual Property for the purposes of the observance or performance of obligations under this Agreement, until such time as this Agreement is terminated.
- 8.2 Nothing in this Agreement shall confer or be deemed to confer on a party or its Affiliate any rights or interests in or licences to use or to permit or cause use to be made of the Intellectual Property of the other party or its Affiliate, except as expressly provided in this clause 8.
- 8.3 It shall be the responsibility of each party to ensure that it (at its own cost) obtains any necessary consents or licences in relation to Intellectual Property used in its network that may be required to enable the other party to observe or perform its obligations under this Agreement.

## **9. Suspension or Restriction of Interconnection Services**

- 9.1 Either party (the **suspending party**) may immediately suspend (in whole or in part) or restrict the provision of an Interconnection Service by serving notice on the other party.

- 9.2 Any such notice shall only be given where, under clause 10.1, the suspending party may terminate this Agreement (without prejudice to any such right of termination) and the suspending party has first received written approval from the Authority to issue the notice of suspension pursuant to section 24(2) of the Rules. Such notice shall be served under clause 22.3 and shall be identified as a notice of suspension or restriction (as may be the case).
- 9.3 In suspending or restricting the provision of an Interconnection Service under clause 9.1, the suspending party shall only take steps reasonably required to effect that suspension or restriction.
- 9.4 The right to restrict the provision of an Interconnection Service under this clause 9 includes the right to lower the capacity for the delivery of, or block any calls and text messages.

## 10. Early Termination

- 10.1 Subject to clause 10.2, this Agreement may be terminated immediately by a party (in this clause 10, the **terminating party**) serving notice on the other party (in this clause 10, the **other party**) and shall only be given in the event that:
- (1) the other party has committed (in the aggregate) in any twenty-four (24) month period:
    - (i) three material breaches of obligations under this Agreement (where each material breach is in respect of different obligations); or
    - (ii) two material breaches of the same obligation,  
where, in the case of each material breach:
      - (iii) the terminating party has given a notice to the other party specifying the material breach and requiring remedy of that material breach;
      - (iv) where that material breach is capable of remedy, the other party has not remedied that material breach within fifteen (15) Working Days of the date of receipt of the relevant notice; and
      - (v) the terminating party is not in dispute (excluding any vexatious dispute) with the other party in relation to that material breach;
  - (2) distress, attachment or execution is levied or enforced on or against a substantial part of the assets of the other party and is unsatisfied or not discharged within sixty (60) Working Days;
  - (3) the other party:
    - (i) enters into (and remains in) a scheme of arrangement with its creditors or any class of creditors; or
    - (ii) suffers the appointment of a receiver or manager of a substantial part of its assets and the receiver or manager remains in office for sixty (60) Working Days;
  - (4) the other party:

- (i) is no longer a Licensee, whether due to expiry of the Licence where that party's Licence is not renewed under the Act, or such amendment or revocation of the Licence under the Act;
- (ii) is put into (and remains in) liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the party that is not in liquidation, such approval not to be unreasonably withheld); or
- (iii) is wound up or dissolved in circumstances where it is not reconstituted.

Such notice shall be served under clause 22.3 and shall be identified as a notice of termination.

10.2 The terminating party shall not issue a notice of termination under clause 10.1 unless that terminating party has first received written approval from the Authority to issue the notice of termination pursuant to section 24(2) of the Rules.

A terminating party that seeks the written approval of the Authority under this clause 10.2 shall submit the draft notice of termination to the Authority for approval, together with information that establishes that terminating party's right to seek termination. The Authority shall provide to that terminating party:

- (1) written approval of the notice of termination, in which case that terminating party may serve the notice of termination on the other party, together with the Authority's written approval, with that notice resulting in the immediate termination of this Agreement; or
- (2) a direction declining approval, and the Authority's reasons for declining such approval, in which case the draft notice of termination shall cease to have any effect.

For the avoidance of doubt, nothing in this clause 10.2 shall prevent the terminating party from resubmitting a further draft notice of termination to the Authority in relation to the same events giving rise to that terminating party's right to seek termination.

10.3 On termination or expiry of this Agreement, either party may:

- (1) carry out disconnection works and removal of its equipment from the other party's premises; and
- (2) after giving the other party reasonable notice and reasonable opportunity to remove its equipment, disconnect and remove the other party's equipment from its premises.

10.4 In the event of termination under clause 10.1, the party that did not terminate this Agreement shall pay to the terminating party:

- (1) the terminating party's reasonable charges for and in respect of such disconnection and removal of equipment under clause 10.3(1); and
- (2) the terminating party's reasonable charges of such disconnection and removal of equipment under clause 10.3(2).

10.5 Subject to clause 10.6, termination or expiry of this Agreement shall not operate as a waiver of any breach by a party of any of the provisions 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 such termination or expiry.

- 10.6 Clauses 4.6, 7, 8, 11, 12, and clauses 22.2 to 22.8 (inclusive) shall survive termination or expiry of this Agreement, together with any other term requiring payment of any sum outstanding or due at termination or expiry, and any other term relating to the correction of charges, and any other terms which expressly or impliedly are intended to survive termination or expiry.
- 10.7 On termination or expiry of this Agreement, each party shall return to the other all Confidential Information which the other has provided to that party, and shall forthwith permanently delete any and all Confidential Information on its computer systems and the computer systems of the relevant party's Affiliates. The relevant party will not be required to delete:
- (1) electronic data which is in the form of a backup file, the contents of which are not easily accessible from the operating system; and
  - (2) electronic data which has been permanently deleted and which is not easily accessible from the operating system.
- 10.8 The relevant party may retain the Confidential Information only to the extent necessary to meet the requirements of its professional indemnity insurance, for general audit purposes in conformity with standard corporate governance practice, and as reasonably required for enforcing its rights under this Agreement, provided, however, that the Confidential information will continue to be protected by the obligations of this Agreement despite expiration of the term or the termination of this Agreement.

## 11. Liability

- 11.1 Each party (the **first party**) shall be liable to the other party:
- (1) for direct loss suffered by the other party as a result of the fraudulent and other willful misconduct (including willful breach of this Agreement) of or by the first party or its Affiliates, or any of their respective officers, employees, contractors or agents;
  - (2) for direct loss suffered by the other party as a result of the gross negligence of the first party or its Affiliates, or any of their respective officers, employees, contractors or agents;
  - (3) for physical damage to the other party's property that is attributable, directly or indirectly and in whole or in part, to the negligence of the first party or its Affiliates, or any of their respective officers, employees, contractors or agents; or
  - (4) to indemnify the other party under the express indemnities under this Agreement provided at clause 7.6;

but subject to clause 11.4 and only to the extent that the liability arises in the course of or out of the provision, operation, servicing or termination of Interconnection Services or the performance or non-performance of obligations by the first party or its Affiliates, or any of their respective officers, employees, contractors or agents, in each case in the course of their engagement by the other party, under or in relation to this Agreement.



- 11.2 Except as provided in clauses 11.1, 11.5, and 11.6, under no circumstances shall either party or its Affiliates, or any of their respective officers, employees, contractors or agents, be liable in contract, in tort (including but not limited to negligence), in equity, for breach of statutory duty, or otherwise to compensate the other party for any loss, injury, liability, damage, costs or expense arising directly or indirectly, or for loss of profits, business or anticipated savings or for any indirect or consequential loss whatever, arising in the course of or out of the provision, operation, servicing or termination of Interconnection Services or the performance or non-performance of obligations by the first party or any of its Affiliates, or any of their respective officers, employees, contractors or agents, under or in relation to this Agreement.
- 11.3 Each limitation or exclusion of this clause 11 and each protection given to either party or its Affiliates, or any of their respective officers, employees, contractors or agents by any provision of this clause 11 is to be construed as a separate limitation, exclusion or protection applying and surviving even if for any reason any of the other provisions of this clause 11 is held inapplicable in any circumstances.
- 11.4 In no event shall the liability of either party or its Affiliates, or any of their respective officers, employees, contractors or agents, to the other party under clause 11.1 exceed USD 5,000,000 for any one event or series of related events.
- 11.5 Nothing in this clause 11 shall exclude or limit the liability of the first party to pay when due the charges or interest payable to the other party under this Agreement.
- 11.6 Nothing in this clause 11 shall limit the liability of a party that cannot be limited by law.
- 11.7 Nothing in this clause 11 shall limit the right of a party to apply for, and obtain, injunctive or declaratory relief against the other party in respect of any breach of this Agreement or of any breach of statutory or fiduciary duty or tortious conduct in relation to this Agreement.

## **12. Dispute Resolution**

- 12.1 For the purposes of the procedures set out in the rest of this clause 12, a **dispute** is any matter (other than a matter to be determined by the Authority under clause 2.3) arising under or in connection with this Agreement about which the parties disagree or are unable to agree.
- 12.2 The parties may at any time give notice describing a dispute and invoking the procedures set out in the rest of this clause 12.
- 12.3 If a notice under clause 12.2 is given, then:
- (1) during a maximum negotiation period of twenty (20) Working Days from the date the notice was given, the parties shall attempt in good faith to negotiate a resolution of the dispute;
  - (2) at any time during the negotiation period, either party may give three (3) Working Days' notice requiring a meeting, specifying a time and place in Yap for the meeting (which may be held either in person, or by audio or audio and visual communication) and designating its representative with authority to resolve the dispute;
  - (3) the other party shall give one (1) Working Days' notice before the meeting designating its representative with authority to resolve the dispute;

- (4) the authorized representatives shall meet at the specified time and place and as many times as necessary during the negotiation period to attempt in good faith to resolve the dispute; and
- (5) unless otherwise agreed in writing, neither party may refer a dispute to dispute resolution under clause 12.4 before the end of the negotiation period.

12.4 If a dispute has not been resolved by the end of the negotiation period, either party may then refer the dispute, or any part of the dispute, to the Authority (for matters within the Authority's jurisdiction) or to a court of competent jurisdiction.

### **13. Force Majeure**

- 13.1 Notwithstanding anything in this Agreement, neither party shall be liable to the other party for any cost, liability, loss, damage or expense (including legal and other professional costs) for not meeting or for any delay in meeting any obligation under this Agreement (other than any obligation arising under this Agreement to pay money in the ordinary course of business) caused by a Force Majeure Event.
- 13.2 Where a party relies on a Force Majeure Event in respect of any failure or delay in meeting its obligations under this Agreement, it must forthwith give notice to the other party of the estimated extent and duration of its inability to perform or delay in performing its obligations.
- 13.3 Upon cessation of the effects of a Force Majeure Event any party relying on it must forthwith give notice to the other party of such cessation.
- 13.4 A Force Majeure Event does not discharge any party relying on it from any obligation accrued beforehand. Any party relying on a Force Majeure Event must continue to perform those of its obligations not affected by the Force Majeure Event.
- 13.5 Any party affected by a Force Majeure Event shall use its reasonable endeavors to mitigate as soon as practicable those consequences of that Force Majeure Event which have affected its obligations under this Agreement, and shall keep the other party fully informed about the status of the Force Majeure Event and the extent to which it is preventing the party affected by the Force Majeure Event from performing those obligations.

### **14. Operational Procedures**

- 14.1 The parties shall establish and maintain the Operational Procedures, recording details of agreed operational procedures, which may include, without limitation, procedures covering:
  - (1) liaison between the parties' respective operations centers referred to in clause 1.1 of the Operational Procedures in Schedule 1;
  - (2) handling of Outages including notification of planned and unplanned Outages which affect a party's Interconnection Service, including target response times;
  - (3) to the extent that such testing is not covered by this Agreement, appropriate testing by each party to localize and isolate faults in its own network, or for such other purposes as may be agreed between the parties;

- (4) details of forecasting required under clause 17; and
- (5) arrangements related to numbering changes in a party's network.

14.2 The Operational Procedures form part of this Agreement.

14.3 Each party shall review the Operational Procedures on a regular basis, and shall refer any concerns it may have regarding, or any requests for amendment to, the Operational Procedures to the other party.

14.4 The party requesting an amendment to the Operational Procedures shall produce a written recommendation to that effect and send a copy of that recommendation to the other party.

14.5 The parties shall discuss the concerns or the request for amendment to the Operational Procedures in good faith with a view to reaching agreement within twenty (20) Working Days.

14.6 Where the parties do not resolve the concerns or agree the amendment to the Operational Procedures within twenty (20) Working Days, the parties shall resolve the dispute using the procedures in clause 12.

## **15. Changes to Points of Interconnection**

15.1 Where parties intend to change the Point of Interconnection arrangements by installing a new Point of Interconnection, changing the location of one of the Points of Interconnection, substituting one of its Points of Interconnection with another Point of interconnection, decommissioning one of the Points of Interconnection (in the case of decommissioning a Point of Interconnection, clauses 15.1(4) and 15.1(5) will not apply) or making any other change to the then existing arrangements relating to one of the Points of Interconnection:

- (1) parties shall give reasonable notice to each other of the intended change and the date by which it intends to make those changes;
- (2) parties shall provide whatever information to the other party reasonably requests in order for the other party to ascertain and do the things it needs to do in order to accommodate the intended change;
- (3) as soon as is reasonably practicable after receiving the requested information, the other party shall give notice of whether or not it agrees to accommodate the intended change (such agreement not to be unreasonably withheld) and, if so, setting out the things it considers it will need to do to accommodate the intended change and when it estimates those things will have been done;
- (4) as soon as the other party considers it has done everything necessary to the point that the new or changed Point of Interconnection is ready for joint testing, the other party shall give notice requesting joint testing to begin. The parties shall begin joint testing within two (2) Working Days after that notice is given and shall use reasonable endeavors to complete joint testing within five (5) Working Days of the day joint testing begins; and

- (5) the new or changed Point of Interconnection is deemed to be available from the date by which the other party requested all things to have been done to accommodate the intended change, or the date on which joint testing is completed, whichever is later.

This clause 15.1 does not limit each party's forecasting obligations under clause 17.

- 15.2 Parties are to bear their own costs associated with the change in Point of Interconnection arrangements.

## **16. Protection of Networks**

- 16.1 Except as contemplated under the terms of this Agreement, each party shall use its reasonable endeavors to ensure that it does not, in connection with the performance or observance of its obligations under this Agreement, do or permit to be done or omit or permit the omission of any matter or thing in relation to its network which shall:

- (1) cause damage to the other party's network or any other network connected with it;
- (2) except as permitted under this Agreement, result in:

- (i) interference with; or
- (ii) modification of the operation of;

the other party's network or any other network connected with it (except that any radiofrequency interference shall be dealt with in accordance with the provisions of the Act); or

- (3) interfere with the reasonable enjoyment or use:
  - (i) of any of the other party's end-user services by any person;
  - (ii) or by any person of any other network which is connected to the other party's network.

- 16.2 The parties shall co-operate with each other and adopt reasonable precautions in accordance with their respective usual procedures to prevent acts of sabotage to either party's network by their respective officers, employees, contractors, agents, customers and by third parties.

- 16.3 The parties shall co-operate to eliminate fraudulent use of either party's end-user services by end-users and customers insofar as such fraudulent use has arisen as a result of the connection of the parties' respective networks and the provision of Interconnection Services by each party to the other under this Agreement.

- 16.4 Without limiting anything in clauses 16.5 and 16.6, each party shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the performance and observance of its obligations under and the implementation of this Agreement will not endanger the health or safety of any persons including, without limitation, the other party's officers, employees, contractors, agents and end users and in particular, without limitation, each party shall be responsible for the safe operation of its own network.

16.5 Each party shall:

- (1) use its reasonable endeavors to and shall co-operate with the other in managing its own network in a manner that minimizes disruptions to the other party's network; and
- (2) use its reasonable endeavors to ensure that the quality of calls and text messages delivered to or accepted from the other party's network is maintained.

16.6 Each party shall provide Interconnection Services to the other party of a quality comparable to the same or similar network service provided by the first party to its own customers and to any of its Affiliates.

## **17. Forecasts of Future Network Requirements**

17.1 Each party shall supply to the other the forecasts required by, and in accordance with, the Operational Procedures.

17.2 Each party acknowledges the importance of forecasts in providing Interconnection Services and, to that end, shall take all reasonable care to provide forecasts which are as accurate as possible. The parties further acknowledge:

- (1) that the sole purpose of the forecasts described in clause 17.1 is for each party to make the other party aware of the likely demands for the other party's Interconnection Services and enable the other party to plan for the provision of such services accordingly; and
- (2) that any forecast under this clause 17 is indicative only and is not binding on the party giving the forecast. The forecasting party does not represent or warrant that any forecast is or will be true, accurate or correct.

Notwithstanding this, each party shall promptly notify the other party if it becomes aware at any time of any reason (including any planned network build or acquisition) that is likely to result in any forecast becoming materially inaccurate, and that notice will include a statement of the impact that the notifying party expects on those forecasts.

## **18. Technical Specifications**

18.1 The parties shall establish and maintain the Technical Specifications, recording details of the technical requirements which the parties have agreed. The Technical Specifications contain specifications agreed by the parties that are appropriate to the operation of their respective networks and the provision of Interconnection Services by each party to the other.

18.2 The Technical Specifications form part of this Agreement.

18.3 The parties shall use their reasonable endeavors to comply with the Technical Specifications. In particular, each party shall use reasonable endeavors to ensure it does not connect anything to the other party's network at a Point of Interconnection, nor deliver or accept calls or text messages at a Point of Interconnection, except in accordance with the Technical Specifications. The parties shall co-operate in a *bona fide* manner towards achieving compliance with the Technical Specifications in the connection of their respective networks and the delivery and acceptance of calls and text messages.

- 18.4 Each party shall undertake testing, in accordance with a testing schedule agreed between the parties, to determine compliance with the Technical Specifications. Unless otherwise agreed in writing, such testing should be undertaken where an agreed change is made to the Technical Specification.
- 18.5 Where the parties have agreed that no compliance testing is required prior to the implementation of the change referred to in clause 18.4, each party whose network is affected by such an event shall (to the extent its network is so affected) certify to the other party (prior to implementation or change) that the first party's network complies with the Technical Specifications to the extent required under this Agreement in the form they will take following the implementation or change. For the avoidance of doubt, no such prior certification is required where the parties have agreed to undertake and have successfully completed compliance testing.
- 18.6 Each party shall use reasonable endeavors to ensure that its network complies with the Technical Specifications.
- 18.7 Each party shall refer any issues it may have regarding, or any requests for amendment to, the Technical Specifications, to the other Party.
- 18.8 The party requesting an amendment to the Technical Specifications shall produce a written recommendation to that effect and send a copy of that recommendation to the other party.
- 18.9 The parties shall discuss the request for amendment to the Technical Specifications in good faith with a view to reaching agreement within twenty (20) Working Days.
- 18.10 Where the parties do not agree the amendment to the Technical Specifications within twenty (20) Working Days, the parties shall resolve the dispute using the procedures in clause 12.

## 19. Network changes

19.1 In the event that one party (the **notifying party**):

- (1) is required to make a change to its network:
  - (i) by reason of a fault condition or other trouble in its network; or
  - (ii) in order to comply with clause 16.5, 16.6, or 18.3; or
- (2) wishes to make a change to its network where:
  - (i) the change will cause minimal inconvenience or cost to the other party (the **other party**); or
  - (ii) the notifying party reasonably believes the change is in both parties' mutual interest;

and the change to the notifying party's network would make it necessary:

- (3) for a change to be made to the requirements of the Technical Specifications; and
- (4) for changes to be made to the network of the other party;

the notifying party shall serve five (5) Working Days' notice on the other party advising the change. Such notice shall set out:

- (5) full details of the required or desired changes to the notifying party's network;
- (6) the preferred timing of such changes; and
- (7) where clause 19.1(1) applies, the urgency of the condition and the risks to the effective continued operation of its network in delaying the changes.

19.2 On receipt of such notice by the other party, the other party shall refer any issues with respect to the implementation of the changes which the notifying party has requested (including any changes to the Technical Specifications and the need for testing) to the notifying party within five (5) Working Days.

19.3 The parties shall discuss the issues with respect to the implementation of the changes in good faith with a view to reaching agreement within twenty (20) Working Days.

19.4 Where the parties do not resolve the issues with respect to the implementation of the changes within twenty (20) Working Days, the parties shall resolve the dispute using the procedures in clause 12.

## **20. Numbering**

20.1 Each party shall use the blocks of numbers allocated to them by the Authority in accordance with the National Numbering Plan.

20.2 Each party shall, for all calls and text messages that are handed over by one party to the other party under this Agreement, provide to the other party at no charge the Numbering Information with respect to that traffic.

20.3 The blocks allocated to the parties are specified in the Technical Specifications, which shall be amended when changes are made to these number ranges. Each party shall notify the other party in advance of any routine changes to its numbering plan. Each party shall implement and test, at no charge to the other party, any necessary changes to its routing plan caused by the other party's routine changes within forty (40) Working Days.

20.4 The parties undertake to provide the Calling Line Identification Presentation (**CLIP**) in respect of all of its end users where this is technically feasible. The provision by either party of the CLIP service is subject to the data transferred through the signaling circuits and the technical capability of either party's interconnected switches to support the provision of the CLIP.

20.5 The parties undertake to ensure that except for calls to the Emergency Services, the Calling Line Identification Restriction (**CLIR**) marking of calls is respected at all times and that the numbers marked with CLIR shall not be presented to the called end-user or a third party where this is required by an end user or by the Act or other applicable legislation.

20.6 Neither party (the **first party**) shall delete or change, or permit or procure any other person to delete or change, any Numbering Information in respect of any call or text message provided to (or otherwise received by) the other party with the objective or effect that:

- (1) the definition of any call or text message or applicable charges that would not otherwise apply but for the deletion or change, does apply (based on the Numbering Information provided to or otherwise received by the other party);
- (2) the definition of any call or text message or applicable charges that would otherwise apply but for the deletion or change, does not apply (based on the Numbering Information provided to or otherwise received by the other party); or
- (3) it is no longer possible for the other party to accurately determine whether a call or text message is or is not any particular type of call or text message.

20.7 A party shall only use Numbering Information for the following purposes:

- (1) routing calls or messages;
- (2) compilation of inter party invoices;
- (3) compilation of end user bills (provided that numbering information is disclosed on the end user bill);
- (4) Call trace, malicious call identification and fraud prevention and detection; and
- (5) display to end users.

## 21. Assignment

21.1 A party (the **assigning party**) may not assign or transfer its rights or obligations under this Agreement, except with the prior written consent of the other party (the **other party**) and subject to any restriction on assignment under the Act. The other party will not unreasonably withhold its consent if:

- (1) the assigning party has given notice to the other party of the intended assignment or transfer at least thirty (30) Working Days prior to the assignment or transfer becoming effective;
- (2) the assigning party is not at the time of applying for such consent or up to the date such assignment or transfer is to become effective, in default in the due and punctual observance or performance of the assigning party's material obligations under this Agreement;
- (3) the incoming assignee or transferee is not a Licensee with an existing interconnection agreement with the other party for the provision by the other party of services which are similar to the other party's Interconnection Services;
- (4) the assigning party procures the execution by the incoming assignee or transferee of a covenant with the other party that the incoming assignee or transferee will at all times during the continuance of the term of this Agreement duly pay the charges payable pursuant to this Agreement at the times and in the manner mentioned in this Agreement and observe and perform all the assigning party's obligations under this Agreement;



- (5) the assigning party and the incoming assignee or transferee comply with the other party's reasonable requirements in relation to the documentation of the intended assignment or transfer.
- 21.2 Clauses 21.1(1) to 21.1(5) shall not apply to an assignment or transfer by a party to an Affiliate, provided that in respect of such assignment or transfer:
- (1) the assigning party notified the other party of the intended assignment or transfer at least thirty (30) Working Days prior to the assignment or transfer becoming effective;
  - (2) the consent of the other party will be required if the incoming assignee or transferee is a Licensee with an existing interconnection agreement with the other party for the provision by the other party of services which are similar to the other party's Interconnection Services, which consent shall not be unreasonably withheld.
- 21.3 A party shall be deemed to be assigning all of its interest in this Agreement if it is becoming a subsidiary of, or amalgamating with, another Licensee that has an existing interconnection agreement with the other party for the provision by the other party of services which are similar to the other party's Interconnection Services.
- 21.4 Where the assigning party has assigned or transferred its rights or obligations under this Agreement under this clause 21, the assigning party shall be released from the assigning party's obligations under this Agreement.
- 21.5 For the avoidance of doubt, the assigning party may only assign and transfer all of its rights and obligations under this Agreement. In no event will the assigning party:
- (1) assign and/or transfer some, but not all, of its rights and obligations under this Agreement;  
or
  - (2) assign all its rights under this Agreement, without a corresponding transfer of all of its obligations.
- 21.6 Any attempt at assigning or transferring this Agreement other than as permitted under this clause 21 shall be null and void. Subject to the above restrictions on assignment and transfer, this Agreement shall ensure to the benefit of and be binding upon successors, assigns and transferees of the parties.

## **22. Miscellaneous**

- 22.1 Acknowledging that the interests of the parties and their respective customers require that:
- (1) as far as reasonably practicable, Interconnection Services be continuously available, and when in use, continuous and fault-free; and
  - (2) subject to clause 6.11 and to any law to the contrary, payments for such Interconnection Services be made without deduction, set off or withholding on account of any amounts;

the parties agree that, in the event of any dispute about the validity or enforceability of this Agreement or of its implementation (in either case in whole or in part), each party shall continue to perform its obligations in accordance with the terms of this Agreement until a court of competent

jurisdiction determines that this Agreement or its implementation (in either case in whole or in part), is invalid or unenforceable.

- 22.2 Notwithstanding clause 7, the parties acknowledge that the parties must submit a copy of this Agreement to the Authority no later than five (5) days of having entered into or amended this Agreement pursuant to section 26 of the Rules, and that the Authority shall publish this Agreement on its website.
- 22.3 No amendment to this Agreement shall be valid or effective unless it is in writing and agreed by both parties.
- 22.4 Any notice required to be served upon a party or given to a party in relation to this Agreement shall be in writing and shall be deemed to have been served or given:
- (1) as soon as the same is personally delivered to the address set out below (or such other address as a party may notify to the other by notice);
  - (2) immediately if transmission by facsimile is effected to the facsimile number set out below (or such other facsimile number as a party may notify to the other by notice), provided receipt of transmission has been confirmed by the receiving party; or
  - (3) immediately if transmission is effected by electronic mail, to such email address as a party may notify to the other by notice;

provided that if transmission by facsimile or other electronic means is effected after 5.00 pm on a Working Day or any time on a day other than a Working Day, then such notice shall be deemed to be given the next Working Day following the facsimile or electronic transmission.

**FSM Telecommunications Corporation**

P.O. Box 1210 Pohnpei FSM 96941

Attention: President/CEO

Telephone: 691 320 2740

Email: fredy.perman@fsmtc.fm

**Boom! Inc.**

P.O. Box 215 Colonia Yap, FM 96943

Attention: President/Owner

Telephone: 691 952 9300

Email: lubuw@falanruw.com

22.5 Nothing in this Agreement shall:

- (1) limit the right of a party:
  - (i) to enforce this Agreement by seeking an order for specific performance to apply for an injunction or declaratory relief whilst the parties are participating in dispute resolution under clause 12; or
  - (ii) to apply for an interim injunction in any court of competent jurisdiction;
- (2) exclude or limit any liability of a party arising under a statute from which it is prohibited by law to exclude or limit liability, to the extent of such prohibition;
- (3) exclude or limit any liability of a party to pay costs (if any) in any court proceedings or dispute resolution proceedings.

22.6 No failure to exercise, and no delay in exercising, a right of a party under this Agreement operates as a waiver of that right. A single or partial exercise of a right does not preclude another or a further exercise of that right or an exercise of another right. No waiver by a party of its rights under this Agreement is effective unless it is in writing signed by that party.

22.7 Nothing in this Agreement or in the relationship between the parties is to be construed as:

- (1) creating a partnership between the parties; or
- (2) giving to either party the right, or subjecting it to the liability, of a partner.

The parties declare that it is not the intention of either party to:

- (3) enter into a joint venture with the other; or
- (4) constitute a party, or its group of companies, an agent or fiduciary of the other party, or its group of companies, under this Agreement.

22.8 This Agreement is made in the FSM and shall be governed in all respects by and construed in accordance with the laws of the FSM. The parties agree to submit to the exclusive jurisdiction of the courts of the FSM.

22.9 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

**Executed** as an Agreement.

**SIGNED** for and on behalf of

**FEDERATED STATES OF MICRONESIA**

**TELECOMMUNICATIONS CORPORATION**

by:

---

Authorised Signatory

Name:

Title:

**SIGNED** for and on behalf of

**BOOM! INC.**

by:

---

Authorised Signatory

Name:

Title:

## **SCHEDULE 1: OPERATIONAL PROCEDURES**

### **OPERATIONAL PROCEDURE 1: OPERATIONAL LIAISON**

#### **Operations Centres**

- 1.1. The Operational Procedures and obligations described in these Operational Procedures are to be administered and carried out by:
  - 1.1.1. FSMTC at the FSMTC network operations centre; and
  - 1.1.2. iBoom! at the iBoom! network operations centre,  
(the **Operations Centres**).

#### **Operational help desk**

- 1.2. Each party is to:
  - 1.2.1. provide the other party with an operational help desk function at all times;
  - 1.2.2. notify the other party of the current location and contact telephone number of that operational help desk; and
  - 1.2.3. through its operational help desk, provide to the other party:
    - (a) a reception point for logging fault reports and enquiries;
    - (b) fault progress tracking and reporting;
    - (c) Outage notice tracking; and
    - (d) direct contact, as required, between the parties' specialist operations groups.

#### **Availability**

- 1.3.1 Each party shall use reasonable endeavors to ensure that its Operations Centre is staffed between 8.00am and 5.00pm Monday to Friday with appropriate persons capable of fulfilling that party's obligations under clauses 1.1 and 1.2 above.
- 1.3.2 Each party shall use reasonable endeavors to ensure that a person who is capable of fulfilling that party's obligations under clauses 1.1 and 1.2 above is available by telephone at all other times and that the contact details for that person are notified to the other party.

#### **Escalation procedures**

- 1.4.1 If any matter requiring resolution or agreement under an Operational Procedure is not resolved or agreed to promptly in accordance with that Operational Procedure, then it is to be referred on the basis of a peer to peer communication, to:
  - (a) in the case of FSMTC, the Chief Executive Officer, or such other person as FSMTC may notify to iBoom! by notice; and

- (b) in the case of iBoom!, the President, or such other person as iBoom! may notify to FSMTC by notice.

1.4.2 Each party is to notify the other party of the current names and contact telephone numbers of its staff members holding these positions.

#### **Notices**

1.5.1 Any notice required to be served or given under this Operational Procedure may be served or given at the other party's Operations Centre.

1.5.2 In urgent situations, a notice under the Operational Procedures may be given orally, provided it is confirmed by email as soon as practicable.

1.5.3 Each party is to acknowledge in writing the receipt of each written notice or confirming email.

1.5.4 Each party is to provide the other party with a reference number for each notice which is given or received.

1.5.6 Issuing notices prior to any outages or maintenance or changing network is of paramount importance and such to be issued in a reasonably timely as herein stipulated in this Agreement.

## **OPERATIONAL PROCEDURE 2: OUTAGES**

### **Application of this procedure**

- 2.1 This Operational Procedure shall apply except where an Outage occurs as a result of Force Majeure. This Operational Procedure does not apply where a party exercises its right to suspend or restrict the supply of an Interconnection Service under clause 9.1.

### **Obligation to notify**

- 2.2 Each party (the **Responsible Party**) shall:

2.2.1 give as much notice as practicable, preferably at least five (5) Working Days, to the other party (the **Affected Party**) of any event or circumstance which:

- (a) has occurred, or could reasonably occur, in the Responsible Party's network; and
  - (b) will, or could reasonably be anticipated to, directly or indirectly result in an Outage;
- or

2.2.2 if it is not practicable to give prior notice of the Outage, use its reasonable endeavors to notify the Affected Party within fifteen (15) minutes of becoming aware of the Outage.

### **Content of the notice**

2.3.1 Each notice of a potential Outage under clause 2.2.1 of this Operational Procedure is to state in reasonable detail:

- (a) each event or circumstance which will, or could reasonably be anticipated to, result in the Outage;
- (b) the proposed or anticipated extent, date, time and duration of the Outage;
- (c) each Interconnection Service which would, or could reasonably, be affected by the Outage;
- (d) the restoration plan for each affected Interconnection Service (if relevant), including any necessary testing;
- (e) any proposed contingency measures or pre-plans for the Outage (if relevant); and
- (f) the contact names and telephone numbers of the Responsible Party's operational staff dealing with the Outage.

2.3.2 Each notice of the occurrence of an Outage under clause 2.2.2 of this Operational Procedure is to state in reasonable detail:

- (a) each event or circumstance which caused or contributed to the Outage;
- (b) the likely duration of the Outage;
- (c) the extent to which each affected Interconnection Service has failed;
- (d) the restoration plan for each affected Interconnection Service (if relevant), including any necessary testing;

- (e) any proposed contingency measures or pre-plans which shall apply to the Outage (if relevant); and
- (f) the contact names and telephone numbers of the Responsible Party's operational staff responsible for handling the Outage.

**Agreement on the terms of an Outage**

2.4.1 If the Responsible Party gives notice of an Outage under clause 2.2.1 of this Operational Procedure, then the parties are to discuss the terms of that notice to the extent, and as soon as, practicable, with a view to the parties agreeing on measures to minimize the impact of the Outage on the Affected Party.

2.4.2 If the Responsible Party gives notice of an Outage under clause 2.2.2 of this Operational Procedure, then the parties are to discuss the terms of that notice as soon as practicable, with a view to the parties agreeing on, if relevant:

- (a) the restoration plan for each affected Interconnection Service, including any necessary testing; and
- (b) the proposed contingency measures for the Outage.

2.4.3 If any of the terms agreed on by the parties under this clause 2.4 of this Operational Procedure differ from the terms of the Outage notice, the Responsible Party shall give the Affected Party, as soon as practicable, a revised Outage notice which reflects the parties' agreement.

**Liaison**

2.5.1 The Responsible Party shall to liaise with the Affected Party as often as necessary and practicable to enable the Affected Party to familiarize itself fully with the matters contained in an Outage notice.

The following is a list of target response times in relation to an ongoing Outage:

**Target Response Times**

	<b>Action</b>	<b>Target Response Time</b>		
		<b>Working Hours</b>	<b>After Working Hours</b>	<b>Non Working Days</b>
Upon observation of a fault by either party	Record and notify the party's contact point. Open a Trouble Ticket and share Ticket numbers	15 min	15 min	15 min
Engineer responding to the issue	On site or remote access working on the problem	+30 min	+30 min	+30 min
Feedback	Update to be provided to the party (unless working on the problem jointly)	every 30 minutes	every 30 minutes	every 30 minutes



	Action	Target Response Time		
		Working Hours	After Working Hours	Non Working Days
Time to resolve	Service Affecting (SA) - blockage occurring or traffic affected Non-Service Affecting (NSA) — affecting some capacity but not affecting traffic	4 Hour  Same day	4 Hours  Before next Working Day	4 hours  Before next Working Day
Escalation	If action times are not achieved during the network event (time from first notification). Immediate Escalation if the situation changes from NSA to SA, upgrade the trouble ticket			

2.5.2 The Responsible Party is to provide any additional information reasonably requested by the Affected Party in relation to an Outage.

**Obligations of the Responsible Party**

2.6 If an Outage occurs, the Responsible Party shall:

2.6.1 comply with the terms of the notice that have been agreed to by the parties under clause 2.4 of this Operational Procedure; or

2.6.2 if the terms of the notice have not been agreed by the parties under clause 2.4 of this Operational Procedure, treat the restoration of each affected Interconnection Service as urgent.

**Changes to Outage notice:**

2.7.1 If at any stage during the Interconnection Service restoration process the Responsible Party considers, on reasonable grounds, that:

- (a) the duration of the Outage will exceed, or has exceeded, the period specified in the notice; or
- (b) any other term of the notice is no longer appropriate or applicable,

then, to the extent practicable:

- (c) the Responsible Party is immediately to notify the Affected Party; and
- (d) the Responsible Party is as soon as practicable to give the Affected Party a revised notice for the Outage.

2.7.2 As soon as practicable after the Responsible Party has notified the Affected Party under this clause 2.7 of this Operational Procedure, the parties are to review jointly the need to revise, or implement, any contingency measures.

### **Minimization of Outages**

2.8 The parties recognize the desirability of working together and with third party Licensees to minimize the occurrence of any Outage.

### **Restoration**

2.9.1 In the case of an Outage under clause 2.2.2 of this Operational Procedure, the Responsible Party is to notify the Affected Party, as soon as practicable, of the restoration of each affected Interconnection Service, stating:

- (a) the time and date of the restoration of that Interconnection Service;
- (b) whether that Interconnection Service is being provided by way of contingency measures or permanent repair;
- (c) the reason for the failure of that Interconnection Service (if not previously notified); and
- (d) if the Interconnection Service is restored by way of contingency measures, whether or not further Interconnection Service failures arising from the permanent-repair process are anticipated.

2.9.2 If restoration of an Interconnection Service takes place progressively over a period of hours or days, then the Responsible Party is to give the Affected Party notice of each significant intermediate restoration increment.

### **Restoration Delay Charges**

2.10.1 The Responsible Party shall be liable for restoration delay charges if it fails to meet the targets for service restoration of SA and NSA outages as set out in the table at paragraph 2.5.1 above. The applicable restoration delay charges are set out in the table below. Separate charges apply to each Interconnection Service that is affected by an Outage.

Outage	Restoration Delay Charge
Service Affecting (SA)	USD 100 for every two (2) hours or part of a two-hour period of delay between the applicable Target Response Time and the time and date of restoration of the affected Interconnection Service
Non Service Affecting (NSA)	USD 300 for every twenty-four (24) hour period or part of a twenty-four (24) hour period of delay between the applicable Target Response Time and the time and date of restoration of the affected Interconnection Service

2.10.2 The Affected Party is responsible for initiating the claim of any restoration delay charges, which if agreed by the Responsible Party, will appear as a credit on the next monthly invoice. The claim

must be initiated within forty (40) Working Days of the restoration of the affected Interconnection Service.

- 2.10.3 If the parties dispute the applicability of a restoration delay charge or the amount of the restoration delay charge, they shall resolve the matter using the dispute resolution procedures set out in clause 12.

## **OPERATIONAL PROCEDURE 3: OPERATIONAL TESTING**

### **Continuity of service**

3.1 Each party is to execute operational testing in accordance with its standard procedures to confirm, as far as reasonably practicable, that each Interconnection Service supplied by that party is continuously available and fault free.

### **Joint testing**

3.2.1 If joint testing is required under this Agreement or if a party considers, on reasonable grounds, that joint testing is required, that party shall give notice to the other party stating, in reasonable detail the reason for, and purpose of, the testing, and its proposals for:

- (c) the date, time and expected duration of the testing;
- (d) the locations where the testing is to be carried out;
- (e) which party is responsible for what part of the testing;
- (f) the network elements to be tested;
- (g) any network configuration changes required to facilitate the testing; and
- (h) which party is responsible for collating the results of the testing.

3.2.2 The parties shall then discuss the notice as soon as practicable (preferably within two (2) Working Days), in order to agree:

- (a) whether, in the case where joint testing is not required under this Agreement, joint testing is necessary; and
- (b) if so, or if joint testing is required under this Agreement, the details of the joint testing (including any agreed charges).

3.3.3 The parties shall execute joint testing in accordance with any agreed arrangements.

### **Co-operation and assistance**

3.4.1 Each party, when undertaking testing, shall use its reasonable endeavors to minimize any adverse effect on the other party.

3.4.2 Each party shall, on request by the other party, use its reasonable endeavors to liaise with, to co-operate with, and to assist, the other party, when the other party is undertaking testing.

### **Quality control**

3.5 Each party is to use its reasonable endeavors to ensure that those elements of testing under its control shall comply with quality control procedures that are appropriate for testing in the telecommunications industry.

### **Initial Testing**

3.6 The relevant parties shall, by the relevant dates, perform the actions set out below:

ITEM	DESCRIPTION	DUE DATE FOR COMPLETION	RESPONSIBILITY
1	Provision of details of layout of each Point of Interconnection, including entrance facilities	Within 10 Working Days of request by iBoom!	FSMTC and iBoom!
2	iBoom! interconnect traffic forecast	Within 10 Working Days of request by FSMTC	iBoom!
3	FSMTC interconnect traffic forecast	Within 10 Working Days of request by iBoom!	FSMTC
4	Interconnect testing plan proposal	Within 15 Working Days of request by FSMTC	iBoom!
5	Comments on interconnect testing plan proposal	Within 5 Working Days of receipt by FSMTC	FSMTC
6	Meeting to finalize testing plan	Within 5 Working Days of receipt of FSMTC's comments by iBoom!	FSMTC and iBoom!
7	Complete Interconnect testing in accordance with testing plan	Within 10 Working Days of finalization of testing plan	FSMTC
8	Complete Interconnect testing in accordance with testing plan	Within 10 Working Days of finalization of testing plan	iBoom!

**Response Delay Charges**

- 3.7.1 The relevant party shall be liable for response delay charges if it fails to meet a Due Date for Completion set out in the table at paragraph 3.6 above. Separate charges apply to each Due Date for Completion that is missed.
- 3.7.2 The response delay charge shall be USD 1,000 for every calendar day or part of a calendar day between the applicable Due Date for Completion and the actual completion of the applicable task.
- 3.7.3 The other party is responsible for initiating the claim of any response delay charges, which if agreed by the relevant party, will appear as a credit on the next monthly invoice. The claim must be initiated within forty (40) Working Days of the missed Due Date for Completion.
- 3.7.4 If the parties dispute the applicability of a response delay charge or the amount of the response delay charge, they shall resolve the matter using the dispute resolution procedures set out in clause 12.

## **OPERATIONAL PROCEDURE 4: FORECASTING**

### **Provision of traffic forecasts**

4.1.1 FSMTC shall provide iBoom! with forecasts in respect of the following:

- (a) calls handed over from the FSMTC network to the iBoom! network under the Call Termination Service;
- (b) text messages handed over from the FSMTC network to the iBoom! network under the Text Message Termination Service;
- (c) any other matter agreed between the parties.

4.1.2 iBoom! shall provide FSMTC with forecasts in respect of the following:

- (a) calls handed over from the iBoom! network to the FSMTC network under the Call Termination Service;
- (b) text messages handed over from the iBoom! network to the FSMTC network under the Text Message Termination Service;
- (c) emergency calls handed over from the iBoom! network to the FSMTC network under the Emergency Call Service; and
- (e) any other matter agreed between the parties.

### **Content of traffic forecasts**

4.2 Traffic forecasts shall in general shall address (in relation to traffic under this Agreement where the forecasting party is the recipient of the relevant Interconnection Service) forecasts for each Point of Interconnection, covering the forecasting party's existing call routes, and any changes to call routing envisaged by that party during the forecast period, including:

- (a) peak calling times, busy-hour traffic volume and number of call attempts on routes; and
- (b) traffic in Erlangs and number of traffic circuits required for the total traffic volume forecast in each direction, based on the switching architecture and design grade of the service appropriate to that route.

### **Forecast period**

4.4.1 Forecasts described in clauses 4.1 and 4.3 of this Operational Procedure shall be supplied annually during the term of the Agreement, or as reasonably requested by either party, and shall cover the twelve month period commencing on, in the case of the first annual forecasts, the commencement date of this Agreement or, for any subsequent annual forecasts, the date twelve months after the date of the last forecast or, for any other forecasts reasonably requested by either party, the date of the forecasts.

4.4.2 Each annual forecast shall specifically give the forecast for the December covered by the forecast, or the forecast for the month in the annual forecast period with the highest volume, if that month is not December.

4.4.3 Any forecasts reasonably requested by either party shall be promptly provided.

#### **Response**

4.5 A party that receives a forecast shall, within twenty-five (25) Working Days of receipt of the forecast, advise the other party of any variations to the forecast which it reasonably considers to be appropriate, based on its own traffic studies and experience. Any differences in forecasts shall be discussed and the parties shall use all reasonable efforts to resolve any differences.

#### **Interconnect link forecasts**

4.3.1 Within one (1) month of receipt of the call traffic forecasts described in clause 4.1 of this Operational Procedure (the **traffic forecasts**) the parties shall meet to discuss, with a view to forecasting, future requirements for interconnect links (including routing arrangements) appropriate to carry the traffic contemplated by the traffic forecasts.

4.3.2 In making the forecasts the parties shall have regard to the need to ensure that each party is able to meet its obligations for all Interconnection Services provided under this Agreement.

4.3.3 The forecasts may include, without limitation, forecasts of:

- (a) increases in the number of interconnect links;
- (b) the decommissioning of interconnect links;
- (c) the redistribution of call traffic over different routes.

#### **Forecast updates**

4.6.1 Each party shall promptly notify the other party of any material changes to forecasts supplied that occur at any time during a forecast period.

4.6.2 In particular should either party become aware of any event or circumstance which is likely to cause interconnect traffic on any designated route to rise:

- (a) on a short-term or long-term basis; or
- (b) during periods outside the designated "busy hour";

beyond the level previously forecast for busy-hour traffic in the most recent forecast to the other party, then that party is promptly to notify the other party of the circumstances and likely extent of the increase.

## **OPERATIONAL PROCEDURE 5: NUMBERING CHANGE NOTIFICATION**

### **Numbering notification**

6.1 Each party shall provide the other party with details of numbering changes in the first party's network which may have an impact on the other party's network, or the performance of the other party's obligations under this Agreement, including but not limited to:

6.1.1 full details of any number ranges which are to be activated or deactivated in the first party's network and which relate to one or more Interconnection Services;

6.1.2 changes in the length or structure of numbers used in the first party's network.

Notification under this clause 6.1 of this Operational Procedure shall be given to the other party as early as practicable, and shall set out the date on which such changes will occur.



## **SCHEDULE 2: TECHNICAL SPECIFICATIONS**

### **INTERCONNECTING LINKS**

#### **General**

- 1.1 The recommendations made by the International Telecommunication Union (ITU) for Common Channel Signalling System Number 7 (CCS 7) (Recommendations) provide the framework for adherence to the standards contained therein. The parties are committed to conform, wherever practical, with the ITU-T and ETSI GSM/DCS 1800 Recommendations or any Recommendations that supersede, amend or revise the ITU-T and ETSI GSM/DCS 1800 Recommendations from time to time. The present form of reference will be the ITU-T Recommendations, as published in the ITU-T Blue Book (the Recommendations endorsed by the 1988 Plenary Assembly) and the Grey Book Recommendation Q.767, as amended by the White Papers (published subsequent to the 1992 Plenary Session).

Notwithstanding the above Recommendations, for calls that are originated in one network and terminated in another, the originating party's network will be entitled to block backward signals that modify the originating tariff structure. Such backward signals will be discarded and the call will be force released.

#### **Safety (Dangerous Voltages)**

- 1.1.1 In order to protect personnel and equipment on both sides of the interface, it is necessary to provide protection against the transmission of dangerous voltages across the interface (see 1.2).

For equipment which uses or generates excessive voltages, a barrier shall be provided to protect the interface from those voltages.

#### **Physical Interface**

- 1.2 The physical interface between the networks shall be 120 ohm unbalanced termination provided by means of a coaxial cable/ CAT 5e Cable (Screened).

#### **Electrical Interface**

##### **1.3.1 Input and Output**

The electrical interface shall conform to ITU-T Recommendation G.703 for coaxial at 2048 kbit/s. The input impedance of 120 Ohm balanced is required. The output impedance is approximately 120 Ohms as specified in G.703. This is necessary to meet the required pulse shape masks.

##### **1.3.2 Attenuation**

The attenuation of the interconnecting cable (including any digital distribution frame or interconnecting equipment) shall not exceed 6dB at 1024 kHz.

### 1.3.3 Interference

Both input ports shall tolerate, without error, interference from a non-synchronous standard test signal (ITU-T Recommendation Q.151) at a level 18dB lower than the wanted signal.

### 1.3.4 Multiplex Characteristics

The multiplex structure shall be in accordance with ITU-T Recommendation G.732, and Recommendations G.704 and G.705 and Q.501 - Q.517 for operation involving digital exchanges.

## **Signaling**

1.4 Chapter 5 of Recommendation G.732 applies.

### 1.4.1 Signaling Protocol

The signaling protocol between the networks will be based on CCS No 7 ISDN User Part (ISUP) as defined in the ITU-T Blue Book Recommendations, modified with country specific options as defined by both iBoom! and FSMTC.

### 1.4.2 General CCS 7 Principles

The principle of minimum visibility in respect of the Destination Point Codes (DPCs) shall apply between iBoom! and FSMTC.

Only connection-oriented signaling shall initially be allowed between the parties.

The CCS 7 network shall only be implemented with associated mode of signaling.

CRC4 will only be used end to end over links after mutual agreement between the parties.

### 1.4.3 Wander and Jitter

Maximum jitter at output ports immediately preceding digital switching as per ITU-T Recommendation G.823 (1984) paragraph 2 shall apply.

Jitter and wander tolerance at input ports will be as per ITU-T Recommendation G.823 (1984) for 2Mbit/s links on the Primary Digital Hierarchy (PDH) network and for links provided on copper cables with regenerators. It should be noted that the ports should be able to tolerate a frequency offset greater than 50ppm.

### 1.4.4 Time Slot Zero

Chapter 2 of Recommendation G.732 applies.

### 1.4.5 Fault Conditions and Consequent Actions

The parties shall implement the provisions of Recommendations G.732, 0.501 to Q.517.

#### 1.4.6 Channel Time Slot Encoding

##### CHANNEL TIME SLOTS

The 64kbit/s channel time slots comprising the 2048 kbit/s stream shall carry "A" law encoded information as defined in Recommendation G.711.

##### IDLE CHANNEL BITPATTERN

The idle channel bit pattern in both directions shall be 01010100 (MSB at left hand end) in accordance with paragraph 2.4.6 of Recommendation Q.503 when the interface is between digital exchanges.

#### **Synchronisation**

- 1.5 The synchronisation of the Mobile Switching Centres (MSCs) will be achieved by having a connection to two Digital Primary Switching Units (DPSUs) or, as an alternative if two direct links are not available, to one DPSU and any other MSC.

In the event of both bit streams failing, an internal source meeting ITU-T Recommendation G.811 shall become the worker.

#### **CCS 7 Signaling Links**

- 1.6 Signaling link pairs in a combined link set will be operated in a load share mode, with no single signaling link operated at greater than 30% of its theoretical message capacity under normal conditions and 60% under overload conditions.

A 64 Kbit/s signaling link will be engineered to offer, in each direction, a normal traffic load of up to 96 ISUP messages per second for trunk signaling and an overload traffic load of up to 192 ISUP messages assuming an average message length of 25 octets shall apply.

All signaling will be passed over timeslot 1 on any particular Pulse Code Modulation (PCM). Any links not carrying signaling shall still not use timeslot 1.

## NUMBERING

2.1 The blocks of numbers allocated to the parties by the Authority are set out in the table below.

<i>Number range</i>	<i>N(S)N number length</i>		<i>Usage of ITU-T E.164 number</i>
	<i>Maximum length</i>	<i>Minimum length</i>	
320 1000 to 320 9999	7	7	Pohnpei, FSMTC
330 1000 to 330 9999	7	7	Chuuk, FSMTC
350 1000 to 350 9999	7	7	Yap, FSMTC
370 1000 to 370 9999	7	7	Kosrae, FSMTC
920 1000 to 929 9999	7	7	Pohnpei and Pohnpei outer islands, fixed and mobile, FSMTC
930 1000 to 949 9999	7	7	Chuuk and Chuuk outer islands, fixed and mobile, FSMTC
950 1000 to 959 9999	7	7	Yap and Yap outer islands, fixed and mobile, FSMTC
960 0000 to 960 9999	7	7	Yap and Yap outer islands, fixed and mobile, Boom! Inc
970 1000 to 979 9999	7	7	Kosrae, fixed and mobile, FSMTC