

**REFERENCE INTERCONNECT OFFER  
("RIO")**

**VOXBONE SA/NV**

Agreed on [DATE] (“Commencement Date”)

**BETWEEN**

**Voxbone SA/NV** (registration number 0478.928.788) having its registered address at Avenue Louise 489, 1050 Brussels, Belgium and duly represented by Itay Rosenfeld, Chief Executive Officer (“**Voxbone**”),

AND

[COMPANY NAME] (registration number [NUMBER]) having its registered address at [ADDRESS] and duly represented by [NAME AND TITLE OF REPRESENTATIVE] (“**Operator**”)

Each of Voxbone and the Operator being a “**Party**” and referred to herein collectively as the “**Parties**”.

**WHEREAS**

- (A) Voxbone is authorised under Irish Statutory Instrument No. 335 of 2011 (European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2011) to operate and/or provide its own public electronic communications network and/or public electronic communications services in Ireland.
- (B) The Operator is authorised under Irish Statutory Instrument No. 335 of 2011 (European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2011) to operate and/or provide its own public electronic communication network and/or public electronic communications services in Ireland.
- (C) The Parties understand and agree that the interconnect services under this Agreement are strictly relating to inbound traffic from Operator to Voxbone and will take place within the Republic of Ireland. In addition, each Party must be an Authorised Operator under the Authorisation Scheme as required in Ireland to avail itself of the services under this Agreement.
- (D) The Parties agree with the terms and conditions of this Agreement and any Supplemental Agreement or commercial agreement governed by the terms and conditions of this Agreement.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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**1. SCOPE OF THE AGREEMENT**

1.1. This Reference Interconnect Offer (“**RIO**”) shall consist of these main body terms and conditions and the Annexes as set out herein, and together with any amendments thereof, shall be hereinafter referred to as the “**Agreement**”. In the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:

- (a) Annexes
- (b) main body terms and conditions

1.2. The technical configurations and the standards and methods of operation to be used by the Parties in the provision of Services hereunder shall be agreed upon in writing by the Parties. However, where and as far as the Parties have not described the technical configurations and the standards and methods of operation in writing, the Parties shall apply the following hierarchy of technical standards and methods of operation:

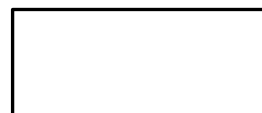
- (a) any applicable legal and national requirements
- (b) applicable standards of the European Telecommunications Standards Institute (“**ETSI**”)
- (c) applicable recommendations of the International Telecommunication Union Telecommunication Standardisation Sector (“**ITU-T**”)
- (d) any other applicable international standards

The SIP protocol is used as defined in RFC 3261 (<http://rfc.net/rfc3261.html>) to convey and terminate voice calls. The interconnection between both infrastructures is done through the Internet unless otherwise agreed upon between Parties. Each party will be responsible for the Internet access charges paid to its Internet service provider. Additionally, Operator shall be solely responsible for all traffic to be terminated on the Voxbone Network in accordance with the terms and conditions of this Agreement.

1.3. This Agreement applies only in respect of those Services provided by Voxbone to Operator, as listed in the Annex A hereto (as may be amended by written agreement from time to time). This Agreement is independent of, and its scope does not include any other agreement under which any communications or other services are provided by either Party to each other or any customer, unless that other agreement expressly references the terms of this Agreement. For the purposes of the provision of the Services under Annex A, the

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Parties agree to interconnect the Voxbone Network and the Operator Network and remain interconnected in accordance with the terms and conditions of this Agreement.

## 2. TERM AND TERMINATION

- 2.1. This Agreement shall enter into force on the Commencement Date and shall continue in force unless and until terminated either by agreement with ComReg or by either Party giving not less than three (3) months written notice.
- 2.2. Either Party may, upon written notice to the other, terminate the Agreement in the following circumstances:
- (a) forthwith upon notice in writing, if the other Party becomes unable to pay its debts or has an examiner or receiver appointed over the whole or any part of its assets or goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of amalgamation or reconstruction or shall make any agreement with its creditors or have any form of execution or distress levied upon its assets or cease to carry on business;
  - (b) the expiry of thirty (30) days from the date of a written notice from one Party specifying a breach by the other Party of a material obligation and requiring that the breach is remedied (if capable of remedy), provided that the breach is not remedied during such period;
  - (c) the expiry of either Party's authorisation under the Authorisation Scheme.
- 2.3. If either Party delays in acting upon a breach of this Agreement, that delay will not be regarded as a waiver of the breach. If either Party waives a breach of this Agreement that waiver is limited to that particular breach.
- 2.4. Notwithstanding any other provision of the Agreement, if Operator fails to pay a net balance due in accordance with the terms and conditions of the Agreement, Voxbone reserves the right forthwith upon notice in writing (such notice to be no less than fourteen (14) days advance notice) to:
- (a) restrict or suspend the Service and Voxbone shall be released from its obligation under this Agreement until any balance due is paid; and/or

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- (b) handle only calls that are billed to its own Customers, retain all revenue, and continue such practice until payment of any outstanding balance due has been paid by Operator; and/or
- (c) terminate this Agreement without liability or right to compensation for the Operator.

2.5. Upon the termination of this Agreement, Voxbone shall refund to the Operator a fair and equitable proportion of those sums paid to Voxbone under this Agreement which are periodic in nature and have been paid for a period extending beyond the date of termination in order to balance any overpayment.

### **3. CREDIT ASSESSMENT AND CREDIT RISK MANAGEMENT**

3.1. Voxbone may carry out credit vetting of a prospective Operator prior to signing the Agreement. The method to be used by Voxbone may be communicated to the Operator.

3.2. Should the result of the credit vetting of a prospective Operator confirm that the provision of the Services poses a financial risk which is greater than can be controlled by a credit limit, Voxbone has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of Services to be provided and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee and Voxbone shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review during the first year of operation. Thereafter, the review procedures relating to Operators set out in Clause 3.4 shall apply. Failure to provide a suitable guarantee within thirty (30) days (or such longer period as Voxbone may reasonably allow) will be sufficient reason to prevent this Agreement coming into force.

3.3. Voxbone may carry out credit vetting of an existing Operator where Voxbone has reasonable concern about the ability of the Operator to cover debts including, without limitation, where Voxbone has evidence of a poor payment history or the Operator's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the Operator.

3.4. Should the result of credit vetting of an existing Operator confirm the existence of a financial risk, Voxbone has the right to request a form of financial security. The level of

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security requested shall be proportionate to the risk involved and shall take due account of historic levels of payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and Voxbone shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified. Voxbone reserves the right to treat failure to provide an agreed security within thirty (30) days (or such longer period as Voxbone may reasonably allow) of the date of Voxbone's request as a breach of this Agreement.

- 3.5. A financial security may only be required by Voxbone where Voxbone has assessed credit risk in accordance with Clauses 3.2 or 3.4.
- 3.6. For avoidance of doubts, any disputes relating to credit vetting and credit management shall be subject to the terms and conditions set out in Clause 10 of this Agreement.

#### **4. INTERCONNECT SERVICES AND ADDITIONAL SERVICES**

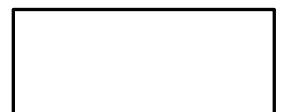
- 4.1. The Services shall consist of the Services set out in Annex A, which are provided by Voxbone to the Operator or as otherwise amended by the Parties from time to time in accordance with the terms and conditions of this Agreement.
- 4.2. Voxbone agrees to provide the Services to Operator in accordance with:
  - (a) the terms and conditions of this Agreement; and
  - (b) any applicable law or regulation or any direction or decision of the National Regulatory Authority.
- 4.3. Operator undertakes to ensure that:
  - (a) Operator will not use or permit others to use any Services for any improper or unlawful purpose; and
  - (b) Operator will hold at all relevant times for the duration of the Agreement all licences and authorisations which are appropriate or necessary in order for the Services to be provided.

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- 4.4. Both Parties agree that Operator should not hand over or convey any traffic outside of the scope of this Agreement as agreed under Annex A. In the event that such traffic is handed over or conveyed by Operator, Voxbone shall have the right to immediately block the traffic.
- 4.5. The Interconnection will be effected via a SIP protocol. The details of how Interconnection between the Voxbone Network and the Operator's Network shall be achieved and the design and planning of the Interconnection are set out separately in writing between the Parties. The Interconnection details shall be continuously reviewed and updated as necessary and as agreed between the Parties. Network alterations and data reconfigurations as is necessary for the access routing and charging of Calls may be requested by Operator.
- 4.6. The procedures for the initial installation and testing of the Interconnection as well as for the continued operation and maintenance thereof shall be set in writing by the Parties.
- 4.7. Operator shall be wholly responsible for forecasting its capacity requirement and Voxbone shall reasonably endeavour to meet the forecast requirements. Switch port capacity may only be increased in units of 1 x SIP channel or multiples thereof.
- 4.8. Upon receiving a request for Interconnection from the Operator, Voxbone shall be required to commence service establishment discussions for the required Interconnection within the reasonable time. Voxbone shall thereafter be entitled to levy the charges set out in the Price List under Annex A.
- 4.9. Additional services as may be agreed by the Parties from time to time may be provided on the Interconnection and the details of such services shall be provided in a new Service Schedule to be inserted in Annex A of the Agreement, upon mutual written agreement of the Parties.

**5. FRAUDULENT ACTIVITY AND ARTIFICIAL INFLATION OF TRAFFIC ("AIT")**

- 5.1. The Parties agree that Voxbone has no obligation to monitor the Network and/or Services for fraudulent or suspicious traffic and shall bear no responsibility or liability for failure to identify fraudulent or suspicious traffic.
- 5.2. Subject to Clause 5.1 above, Voxbone shall inform Operator by e-mail in the event that Voxbone identifies any suspected fraudulent or suspicious traffic over the Network and/or Services.

**Voxbone SA**  
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1050 Brussels  
Belgium

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Fax: +32 2 808 00 01  
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- 5.3. Should Operator become aware, through Voxbone or otherwise, of suspected fraudulent or suspicious traffic, Operator shall, as soon as reasonably practicable, thoroughly investigate any suspected fraudulent or suspicious traffic and, where necessary, immediately take appropriate action.
- 5.4. Unless the National Regulatory Authority orders otherwise, Operator shall at all times be responsible and remain liable for any Charges for the Services in accordance with Clause 6 irrespective of whether:
- (a) the Network and/or Services have been identified as having suspected fraudulent or suspicious traffic by Voxbone, Operator or otherwise;
  - (b) Operator investigates such suspected traffic;
  - (c) Operator takes appropriate action if fraudulent or suspicious traffic have been identified; and/or
  - (d) the traffic over the Network and/or Services is deemed to be fraudulent by the National Regulatory Authority.
- 5.5. Subject to the provisions of Clause 7, Operator shall not withhold any payment due to Voxbone on the basis that AIT or fraudulent calls by third parties comprised a portion of the traffic volume, unless otherwise agreed or directed to do so by the National Regulatory Authority or other competent or equivalent authority in other regulatory jurisdictions. The Parties agree to comply with the process in respect of AIT set out in applicable regulations, and more specifically with ComReg Regulation 23(2).
- 5.6. Each Party shall use reasonable endeavours to detect, identify, prevent and notify the other Party of the occurrence of AIT, and to develop, implement and maintain appropriate procedures to identify and prevent AIT. If Voxbone reasonably considers that the agreed safeguards in respect of AIT under this Agreement are not adequate, then Voxbone may require Operator to review and update their AIT procedures, as appropriate.

## 6. CHARGES AND SETTLEMENT

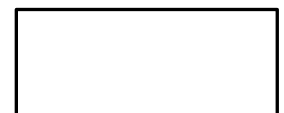
- 6.1. Voxbone shall prepare a monthly invoice for the Services provided under this Agreement and in accordance with the terms and conditions defined under Annexes A and B relating to

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the applicable Charges and Billing Procedures. Voxbone shall forward such monthly invoices to the Operator after the calendar month to which the invoice relates.

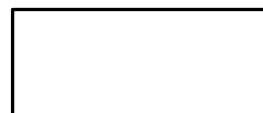
- 6.2. All invoices shall be paid in full within 30 days of the invoice date, subject to the provisions of Clause 7 in relation to disputed invoices.
- 6.3. The primary responsibility for traffic measurement shall reside with Voxbone for all Services. However, both Parties shall ensure that they each record measurements of traffic in sufficient detail to meet their obligations as set out in this Agreement.
- 6.4. The currency of settlement shall be EURO. The Charges as described in Annex A refer to charges excluding VAT. All tariffs, rates, charges and any other payment as may be applied to the amounts under this Agreement are quoted exclusive of all taxes and duties levied in any jurisdiction on the Services (including but not limited VAT and any sales or turnover tax). All such taxes and duties shall be borne and paid by the Operator.
- 6.5. The invoice shall be sent by e-mail and shall be deemed received after the fifth (5) day sent if no other evidence of receipt is available.
- 6.6. After expiry of not less than thirty (30) days' notice stating a Voxbone's intention to claim interest on sums not paid in accordance with the Agreement, Voxbone shall be entitled to charge and receive interest in respect of any amount due or deemed to be payable under this Agreement (which shall be subject to a separate invoice) at a rate of 2% per annum over the base lending rate of the ECB from the date due until payment. Interest shall accrue daily but shall not be compounded.
- 6.7. All payments shall be either made directly via wire transfer or by direct debit, as agreed between the Parties.

## 7. INVOICE DISCREPANCIES

- 7.1. The Operator will review invoices issued by Voxbone. The procedures described hereunder shall apply to any Invoice Discrepancy (except that the procedure described in Clause 7.4 shall apply to disputing fraudulent traffic). If the Operator wishes to raise an Invoice Discrepancy, it shall promptly notify Voxbone in writing as soon as it becomes aware of any such discrepancy. Provided that an Invoice Discrepancy is raised within twenty one (21) days of the date of an invoice, payment of the invoice may be withheld, unless the Invoice Discrepancy relates to less than 5% of the total value of the invoice issued in which case the

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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full invoice must be paid pending resolution of the Invoice Discrepancy. Both Parties shall use their best endeavours to resolve the dispute through consultations within fourteen (14) days after the notification of an Invoice Discrepancy by the Operator.

- 7.2. The Parties shall aim to reach an agreement on any Invoice Discrepancy, latest at Director level or above, of the Dispute Resolution procedure set forth in Clause 8. The Parties may at any time agree on a time schedule modifying or replacing the time schedule provided for under Clause 10. The Operator may at any time withdraw its notification of an Invoice Discrepancy.
- 7.3. If a dispute is investigated and resolved in favour of the Operator then no late payment interest shall be applied. In the event the dispute is resolved in favour of Voxbone then Voxbone reserves its right to apply late payment interest from the date such payment was originally due until paid.
- 7.4. In the event that the Operator considers that fraudulent traffic has been transmitted, and unless an order or direction has been issued from the National Regulatory Authority or other competent or equivalent authority in respect of such traffic (in which case the terms of such order or direction shall take precedence), the Operator must:
- (a) notify Voxbone that it intends to dispute the invoice within ten (10) days of the date that the Operator identifies or suspects fraudulent traffic but no later than ten (10) days after the issuing of the relevant invoice;
  - (b) within fourteen (14) days from the date of notice given in accordance with Clause 7.4(a) provide Voxbone with all of the following necessary information to prove the fraudulent nature of the traffic:
    - confirmation of the value of the dispute;
    - confirmation of the volume of call minutes in dispute;
    - confirmation of the destination of the call minutes in dispute;
    - a Call Detail Records analysis;
    - a detailed fraud description based on the Call Detail Records analysis; and
    - a copy of the reference number of the Operator's registered complain to the local authorities in the form of either a police report or equivalent (written in English or translated to English) as soon as is reasonably practicable.

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1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
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- (c) where Voxbone acting reasonably recognises the traffic is fraudulent:
- Voxbone will use reasonable endeavours to obtain a credit note from its suppliers and will reimburse the Operator for the value of the traffic; or
  - the variable Charges for such traffic shall be limited to Voxbone's cost of termination.
- (d) following any possible deductions of the disputed invoice in accordance with this Clause 7.4, the Operator will pay any outstanding amounts of the disputed invoice in accordance with the rest of this Agreement; and
- (e) if Voxbone acting reasonably does not recognise the traffic to be fraudulent, and the Operator disputes this, then the Parties must use the Dispute Resolution procedure set out in Clause 8.

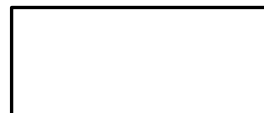
7.5. For the avoidance of doubt, the Operator will pay all undisputed Charges in accordance with Clause 6 and any disputed amounts will not be payable until completion of the process set out in this Clause 7.

## **8. DISPUTE RESOLUTION**

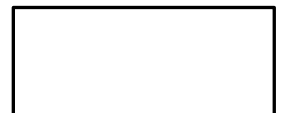
- 8.1. The Parties will use all reasonable efforts to amicably resolve any dispute.
- 8.2. The Parties will, at a minimum, use the procedure under this Clause 8 in the event a dispute arises with respect to any aspect of this Agreement.
- 8.3. Upon written notification by one Party to the other that a dispute exists, working level managers of the respective Parties will attempt in good faith to work out a resolution within thirty (30) days following the day of written notification of a dispute.
- 8.4. If an agreement cannot be reached by the end the period under Clause 8.3, the Parties shall prepare a document containing information that is designed to assist resolution of the dispute containing what has been agreed and what remains in dispute between them. No later than two (2) weeks thereafter, or at some other time as mutually agreed by the Parties, representatives of the Parties at Director level or above shall meet to further attempt to resolve the matter or to agree on a course of action to resolve the matter. Such course of action may include use of formal dispute resolution processes, including but not limited to non-binding mediation or binding or non-binding arbitration.

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1050 Brussels  
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Tel: +32 2 808 00 00  
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8.5. In the event that the Parties are unable to resolve the matter or agree on a course of action at the Director level or above within thirty (30) days, either Party shall have the right to pursue legal or equitable remedies as it sees fit.

8.6. Nothing contained herein shall preclude either Party from seeking equitable relief at any time in a court having jurisdiction under the terms of this Agreement in the event that a risk of imminent harm to that Party exists and no appropriate remedy for such harm exists under the Agreement.

## 9. NETWORK SAFETY AND PROTECTION

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

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

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

9.2. If Voxbone reasonably believes that Operator is not using the Services in accordance with this Agreement, or is using the Services (or facilitating the use of the Services directly or indirectly, intentionally or unintentionally) in a way that damages the integrity of the network or introduces a risk of fraudulent activity, Voxbone may immediately by advance notice of no less than 24 hours, restrict or terminate the Service at its sole discretion.

## 10. NUMBERING AND CALLING LINE IDENTITY ("CLI")

10.1. Each Party shall use numbers in accordance with and shall comply at all times with the Irish National Numbering Scheme, as may be adjusted by the National Regulatory Authority from time to time.

10.2. In particular the use of the network CLI and presentation CLI fields must be compliant with the Irish regulations at all times. If Voxbone detects Calls that contravene these regulations or the technical standards referenced in Clause 1.2 hereof, originated from Operator Network, Voxbone shall be entitled not to convey those Calls.

**Voxbone SA**  
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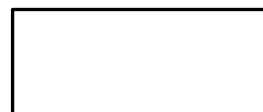
- 10.3. Where CLI is passed for presentation purposes by Operator, the presentation shall comply with all the requirements of the applicable data protection legislation and the requirements of individual customers of Operator. i.e. where the caller has requested for the CLI to be withheld from presentation to the called customer, this request must be adhered to.
- 10.4. Voxbone shall only use the CLI for the following purposes, in accordance with accepted industry practice, as amended from time to time:
- (a) the management of traffic;
  - (b) the management of billing;
  - (c) display to its Customers subject to compliance with the CLI Guidelines;
  - (d) activities relating to its Customer enquiries; and
  - (e) prevention and detection of fraud.
- 10.5. Should Operator be conveying Calls handed over to Operator from a third party network, Operator shall subject to law and the CLI Guidelines convey, to the extent received, the CLI associated with those Calls.
- 10.6. Nothing herein shall govern or imply connectivity to ECAS 999/112 emergency calls.
- 10.7. If there is a change in law or regulation relating to CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.

## 11. QUALITY OF SERVICE

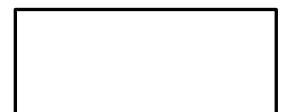
- 11.1. Voxbone does not warrant or represent that its' Network or the Services provided by it are or will be free from faults.
- 11.2. Voxbone shall give the Operator not less than fifteen (15) working days' notice in respect of any planned outage of its Network or any non-Network components which may affect the performance of its obligations under this Agreement and, in any event, such notice shall give the Operator sufficient time and outage details to enable the Operatir to make provision for the outage.

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11.3. Voxbone shall notify the Operator as soon as possible of any facility failure which arises, or is likely to arise, from a cause originating within the Voxbone's Network and which is expected to result in a protracted interruption of any or all of the Services hereunder described. In the event of a fault within Voxbone's Network which adversely affects the provision by Voxbone of the Services, Voxbone shall notify the Operator of the fault and the required un-planned and/or emergency maintenance required as soon as is reasonably practicable and shall use all reasonable endeavours to correct the fault in accordance with the engineering practices accepted in the industry.

## 12. GOVERNANCE MEETINGS

The Parties shall procure that their respective representatives will meet or have conference calls regularly to discuss the progress of the Agreement in accordance with a schedule to be agreed between the Parties.

## 13. LIABILITY

13.1. If a Party is in breach of any obligations under this Agreement to the other Party or otherwise (including liability for negligence or breach of statutory duty or under any indemnities provided in this agreement) or if any liability is arising, such Party's liability to the other Party shall be limited to EUR 50,000 (fifty thousand) for any one event or series of connected events and to EUR 100,000 (one hundred thousand) for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months.

13.2. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for indirect loss (including, without limiting the foregoing, any special, indirect or consequential losses, whether or not known, foreseen or foreseeable) or direct or indirect loss of profits, business, revenue, goodwill or anticipated savings, business interruption, wasted expenditure, loss corruption or destruction of data or for any indirect or consequential loss whatever, arising in connection with the performance of this Agreement, whatsoever shall be the cause of same and however long it shall last.

13.3. Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own willful act or negligence.

13.4. Neither Party shall be liable for any loss or damage sustained by the other Party or its Customer (other than damages intentionally or negligently caused) by reason of any failure

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in or breakdown of the communication facilities associated with the Circuits used in providing the Services under this Agreement or for any interruption or degradation of Services, whatsoever shall be the cause of such failure, breakdown, interruption or degradation and however long it shall last.

13.5. Neither Party shall be liable to the other Party against any actions, proceedings, claims or demands in any way connected with this Agreement brought or threatened against the other Party by any third party.

13.6. The provisions of this Clause 13 shall continue to apply to matters arising out of this Agreement notwithstanding the termination of this Agreement.

#### **14. AUTHORISATIONS**

As may be required by each Party, all undertakings and obligations assumed hereunder by either Party are subject to the issuance and continuance of all necessary licenses, consents, permits, registrations, authorisations or approvals.

#### **15. NOTICES**

All notices under this Agreement shall be made in writing and shall be deemed to have been validly received ten (10) calendar days after the date of mailing if sent by registered mail or courier, with an acknowledgment of receipt, or upon the receipt of a delivery receipt if sent by e-mail to the following persons:

For Voxbone:

Attn.: Carrier Relations  
Avenue Louise 489  
1050, Brussels, Belgium

[carrierrelations@voxbone.com](mailto:carrierrelations@voxbone.com)

[interconnection@voxbone.com](mailto:interconnection@voxbone.com)

For the Operator:

Attn: [ADDRESS]

[E-MAIL]

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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**16. ENTIRE AGREEMENT**

- 16.1. This Agreement including its Annexes, and any Supplemental Agreement that is governed by the terms and conditions of this Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all other or prior agreements and representations made by either Party, whether oral or written, and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party hereto. For the avoidance of doubt, this Agreement shall supercede any prior Interconnection agreements in place between the Parties.
- 16.2. If any term or condition hereof is determined to be invalid or unenforceable in a final court or proceeding or competent regulatory authority, the remaining terms and conditions hereof shall be unimpaired and the invalid or enforceable term or provision shall be deemed replaced by a term or condition that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or condition.

**17. NO WAIVER**

Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

**18. ASSIGNMENT**

- 18.1. The Operator shall not transfer or assign its rights or obligations under this Agreement without the prior written consent of Voxbone, which shall not be unreasonably withheld, delayed or conditioned. However, either Party may, without the prior written consent of the other Party, assign its rights or obligations under this Agreement to an Affiliate provided ten (10) days prior notification is given to the other Party.
- 18.2. Voxbone may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Operator.

**19. FORCE MAJEURE**

- 19.1. Voxbone shall not be liable for interruptions in the provision of the Services caused by or resulting from but not be limited to such unpredictable events such as any flood,

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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earthquake, storm, lightning, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes, or other trade dispute, civil disturbance, sabotage, expropriation by governmental authorities, interruptions by regulatory or judicial authorities or other act or any event that is outside the reasonable control of the concerned Party and commonly known as a Force Majeure.

- 19.2. Either Party may however immediately by written notice terminate that part of the Agreement if any event of Force Majeure prevents the performance of the whole or a substantial part of the other Party's obligations for a continuous period of 3 months.

## 20. CONFIDENTIALITY AND NON DISCLOSURE

- 20.1. For purposes of this Agreement, “**Confidential Information**” means any information, including but not limited to, data, formulas, patterns, compilations, software, programs, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, scientific and technical specifications and documentation, and pending or abandoned patent applications of a party or its Affiliates, now known or in possession of, or hereafter learned or acquired, that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

- 20.2. Neither of the Parties hereto shall divulge or communicate to any person (other than those with proper lawful authority to compel such disclosure as provided in Clause 20.4) or use or exploit for any purpose Confidential Information of or relating to the other Party hereto or to this Agreement which such Party may receive or obtain as a result of or in connection with this Agreement. Each Party shall limit access to such Confidential Information to employees who need to know it for the purposes of this Agreement. The obligation of confidentiality shall equally apply to the existence and content of this Agreement.

- 20.3. The duty to treat data and information in confidence pursuant to this Agreement shall not apply to data and information:

- (a) which was independently developed by the receiving Party or its Affiliates or lawfully received free of restriction from another source having the right to furnish such information or data;

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

- (b) which at the time of disclosure to the receiving Party or its Affiliates was known to the receiving Party or Affiliates free of restriction and evidenced by documentation in the receiving Party's possession;
- (c) which the disclosing Party agrees in writing is free of such restrictions.

- 20.4. This restriction shall continue to apply for three (3) years after the termination of this Agreement.
- 20.5. In the event that the receiving Party or anyone to whom it has transmitted the Confidential Information becomes legally compelled to disclose any of this information, the receiving Party shall provide the disclosing Party with prompt written notice (not less than 24 hours) so that the disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the receiving Party shall furnish only that portion of the Confidential Information which the receiving Party is legally required to disclose and shall exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 20.6. Received Confidential Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon termination of this Agreement and upon reasonable request of the disclosing Party.
- 20.7. Neither Party shall make any public announcement, statement, press release or communicate with any third party about the existence and/or contents and/or performance of this Agreement without the other Party's prior written consent and any non-compliant disclosure by a Party shall entitle the other Party to terminate this Agreement forthwith without any liability.

## **21. ANTI-FACILITATION OF TAX EVASION**

21.1. The Operator shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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- a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Operator) and to ensure compliance with Clause 21.1(a);
- (c) promptly notify Voxbone of any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement;
- (d) within six (6) months of this Agreement, and annually thereafter, certify to Voxbone in writing signed by an officer of the Operator, compliance with this Clause 21 by the Operator and all persons associated with it. The Operator shall provide such supporting evidence of compliance as Voxbone may reasonably request.
- 21.2. The Operator shall ensure that any person associated with the Operator who is performing services and/or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Operator in this Clause 21 (“**Relevant Terms**”). The Operator shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Voxbone for any breach by such persons of any of the Relevant Terms.
- 21.3. Breach of this Clause 21 shall be deemed a material breach under Clause 2.

## 22. MODIFICATIONS AND ADDITIONS

Voxbone will provide not less than 30 calendar days’ notice with respect to any changes to Charges. Otherwise, this Agreement (including any of its Annexes and any Supplemental Agreements that may fall under this Agreement) may be amended only by written instruments signed by duly authorised persons of each Party, or as directed by the National Regulatory Authority from time to time.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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**23. NO PARTNERSHIP**

The Parties to this Agreement are independent contractors. Neither Party is an agent or representative of the other Party. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other relationship other than a vendor customer relationship but without underlying international mercantile law.

**24. INTELLECTUAL PROPERTY**

24.1. The Parties agree that all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions and all other intellectual property shall remain the property of the person or Party originating the same and that nothing in this Agreement, any Annex and any Supplemental Agreements that may fall under this Agreement, grants either Party any ownership, license, or any other right, either express or implied, in the intellectual property of the other.

24.2. Neither Party shall use any advertising, sales, promotions, or other publicity materials (including, without limitation, publicity regarding this Agreement, any Annex and any Supplemental Agreements that may fall under this Agreement) that use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, which may be granted or withheld in that Party's sole discretion.

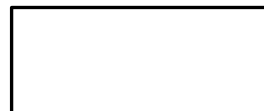
**25. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION**

25.1. Subject to Clause 13, each Party (the "**Indemnifying Party**") shall indemnify the other Party (the "**Indemnified Party**") against all claims and proceedings arising directly from infringement (or alleged infringement) of any Intellectual Property Rights, by reason of the Customer's use of any Service or any item provided as part of the Service. As a condition of this indemnity, the Indemnified Party shall:

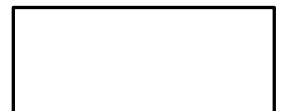
- (a) notify the Indemnifying Party promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement; and
- (c) allow the Indemnifying Party to conduct all negotiations and proceedings and give the Indemnifying Party all reasonable assistance.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

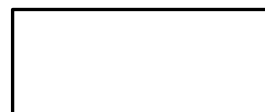
- 25.2. If at any time an allegation of infringement of the Intellectual Property rights is made by the Operator, Voxbone as the Indemnifying Party may at its own expense modify the Services, or any item provided as part of the Services, so as to avoid the infringement, provided that any such modification does not materially affect the performance of the Service.
- 25.3. The indemnity in Clause 26.1 does not apply to infringements occasioned by the Operator's use of the Services, or any item provided as part of the Service, in conjunction with other apparatus or software not supplied by Voxbone or to infringements occasioned by designs or specifications made by the Operator. The Operator shall indemnifyVoxbone against claims, proceedings and expenses arising from such infringements. Clause 13 shall not apply to this Clause 25.3

## **26. PERSONAL DATA AND DATA HANDLING**

- 26.1. The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"): "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".
- 26.2. Each Party will strictly comply with the applicable laws and regulations regarding communications services and Data Protection Legislation.
- 26.3. The Operator agrees to comply with all security procedures established by Voxbone and supply information as needed for Voxbone for these purposes prior to the Commencement Date of this Agreement and agrees, to the extent that this Agreement involves the Processing of Personal Data, sign a Data Processing Agreement, as required by Voxbone.
- 26.4. Parties agree that for Voxbone to provide the Services, Service Data, may be collected, processed used and shared with its Affiliates and sub-processors, within or outside the country of origin, and held on a variety of systems, networks and facilities worldwide including systems and databases used by Voxbone such as help desks, service desks and/or network management centres in order to:
- (a) administer, track and fulfil Orders for the Services;
  - (b) implement and provide the Services;
  - (c) manage and protect the security and resilience of its equipment and Network and Services;
  - (d) manage, track and resolve incidents with the Services;
  - (e) administer access to online portals relating to the Services;

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
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Email: info@voxbone.com



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- (f) compile, dispatch and manage payment of invoices;
- (g) manage the Agreement and resolve any disputes relating to it;
- (h) respond to general queries relating to the Services or the contract; and
- (i) comply with Data Protection Legislation,

and in doing so Voxbone acts as a Data Controller in respect of any Personal Data which may be comprised in the Service Data.

26.5. Where each party acts as a Data Controller in relation to the Processing of Personal Data under the Agreement, the parties will act as Joint Controllers within the meaning of the GDPR in relation to such Processing in compliance with Data Protection Legislation.

## 27. GOVERNING LAW AND JURISDICTION

27.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Ireland.

27.2. Any dispute controversy or claim arising out of or relating to this Agreement, any Annexes and any Supplemental Agreements that may fall under this Agreement or the breach, termination or invalidity thereof, shall be brought to the Courts of the Republic of Ireland, having exclusive jurisdiction.

### FOR VOXBONE SA:

### FOR OPERATOR:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title:

Title:

Signature Date:

Singature Date:

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

**ANNEX A  
SERVICES AND CHARGES**

**1. TRANSMISSION CAPACITY**

Transmission capacity to present Interconnection paths between the Parties is not covered within the scope of this Agreement.

Where Voxbone provides the Operator with transmission capacity to present Interconnection paths, the Parties shall enter into a Supplemental Agreement for such capacity which shall be governed by the terms and conditions of that Supplemental Agreement. Voxbone shall be entitled to charge for transmission capacity services at a market rate.

**2. SERVICES**

The following Services shall be included within the scope of this Agreement:

**Service Schedule Number**

**Service Title**

A

Voxbone Ireland Geographic Termination



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**ANNEX A**  
**SERVICE SCHEDULE A**  
**VOXBONE IRELAND GEOGRAPHIC TERMINATION**

**1. DESCRIPTION OF SERVICES**

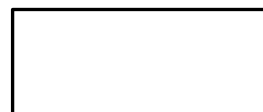
- 1.1. Subject to the provisions of this Service Schedule A, Voxbone shall solely convey Calls handed over from the Operator Network to Voxbone Geographic Numbers for termination. This shall comprise of all Calls to Geographic Number ranges which have been allocated to Voxbone by the National Regulatory Authority.
- 1.2. Other type of Calls, either national, international or transit are not covered under the this Service Schedule A.
- 1.3. The Parties shall agree in advance all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Service Schedule A. The Parties shall convey such Calls in accordance with the agreed technical requirements, and shall not make any changes thereto unless otherwise agreed by the Parties in writing.
- 1.4. Each Party shall correct faults which occur in its Network which affect the conveyance of Calls to Voxbone Geographic Number ranges in accordance with standard industry engineering practices.

**2. FORECASTING**

- 2.1. Voxbone may at any point in time, before or during the performance of this Agreement, request that the Operator provide forecasting estimates of the expected total traffic (specifying total minutes, number of calls and seven (7) day profile) which it could convey to Voxbone in the context of the Services under this Service Schedule A. For the avoidance of doubt, all volumes provided under this Clause are estimates only and shall not be interpreted as binding commitments.
- 2.2. Additionally, if at any point in time during the performance of this Agreement, Operator's actual traffic conveyed differs materially from the Operator's forecast, the Parties shall discuss Operator's requirements and Voxbone's possibilities to deliver the excess traffic, which Voxbone cannot guarantee but will reasonably endeavor to deliver.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



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### 3. CHARGES

- 3.1. For the conveyance of each Call by Voxbone, the Operator shall pay Voxbone the Charges in accordance with this Clause 3 and the agreed Price List, which may be amended from time to time as required and in accordance with the terms of this Agreement.
- 3.2. The following Charges are applicable to the Services under this Service Schedule A:

#### **Charges for Interconnection:**

The sum mentioned below covers all costs incurred by Voxbone as a result of an Interconnection request. As an example, this sum includes the costs related to the preliminary feasibility studies, the various test phases(\*), the allocation of resources dedicated to the implementation of the interconnection request, and any other reasonable cost.

**Costs:** TBD

*(\*): In case of repeated failures during the test phases because of the Operator, Voxbone reserves the right to charge additional costs incurred.*

#### **Charges to Voxbone Geographic Numbers ranges:**

Billing Period	Charge / Minute
1st August 2019 - 31st December 2019	0,00063 EUR/minute
1st January 2020 - 31st December 2020	0,00057 EUR/minute
1st January 2021 - 31st December 2021	0,00051 EUR/minute
From 1st January 2022 onwards	0,00045 EUR/minute

#### **Charges for concurrent call allocated capacity:**

Voxbone reserves its rights to invoice Charges applicable for concurrent call allocated capacity.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

**ANNEX B  
BILLING MANUAL**

**BILLING PROCEDURES**

1. Voxbone shall record Calls which are passed to the Voxbone Network and shall invoice Operator for such Calls in accordance with the provisions of this Annex B. Where it is impracticable for Voxbone to record the details of a Call, records of Call details of Operator shall be used.
2. The invoice submitted by Voxbone shall be delivered to Operator by e-mail and shall contain the following information:
  - (a) invoice date;
  - (b) billing period;
  - (c) VAT amounts per invoice for standard amounts only;
  - (d) VAT registration number and company number;
  - (e) VAT rates used; and
  - (f) total amount payable.
3. Voxbone shall provide, at the same time that it delivers to an invoice in respect of Charges for Services, a summary statement relating to such invoice containing the following information:
  - (a) number of Calls;
  - (b) total duration of Calls; and
  - (c) total Charges.
4. Voxbone shall maintain and retain for a period of two (2) years from its submission of each invoice true and accurate books of account and such information as may reasonably be required for calculation or verification of the amounts payable under such invoice (excluding information on individual Calls).
5. Charges for conveyance of Calls shall accrue only when:
  - (a) the Call is conveyed through the Operator Network to the Voxbone Network and connection is made to the called CLI and the Called Customer Answer Signal is received by the system on which the Call originated; or

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



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(b) as otherwise agreed by the Parties from time to time.

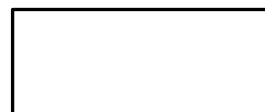
6. Charging shall cease on the earlier of the detection of the calling or called Party release signal.
7. Conveyance Charges specified in Annex A are expressed per minute (when Call duration is measured in minutes and seconds), however, billing will be on a per second basis.

## CHARGES

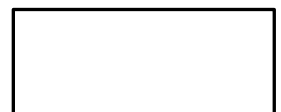
8. Operator will pay the charges due to Voxbone in accordance with the Charges set out in Annex A and in the respective Price List issued by Voxbone, and in accordance with the terms and condition of the Agreement and any applicable Supplemental Agreement. All Charges are exclusive of VAT and other sales taxes, duties or levies imposed on Operator by law. Where such a tax, duty or levy becomes due the amount will be added to the Charges payable.
9. Changes to applicable Charges will be notified by Voxbone in accordance with the terms and conditions of the Agreement and any applicable Supplemental Agreement. Changes will be notified by e-mail to the e-mail address notified in this Agreement or to any subsequent e-mail, as agreed between the Parties. However, such obligation to notify Operator by e-mail is procedural only and does not alter the fact that such changes shall be effective from the date of the application of the change.
10. At Voxbone's option, Operator will continue to receive regulated rate changes to Irish National Fixed numbers as and when they are made publicly available.
11. **Important:** All Charges stated in this Agreement, any Price List, or any Supplemental Agreement governed by the terms and conditions of this Agreement are subject to change from time to time due to changes in third party supplier charges as a result of changes in law/regulation (which includes a judgement of a court of competent jurisdiction), and such changes shall be effective from the date of the application of the rate change on Voxbone, which for the avoidance of doubt may be retrospective.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

## ANNEX C DEFINITIONS

1.1 The following words and expressions shall, except where the context otherwise specifies, have the following meanings:

**“Affiliate”** means any holding or subsidiary company or a company under common ownership to the Authorised Operator, as defined in any relevant legislation, as amended.

**“Artificial Inflation of Traffic (AIT)”** means any situation where Calls:

- (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and
- (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from:
  - a good faith usage; or
  - an acceptable and reasonable commercial practice relating to the operation of telecommunications systems.

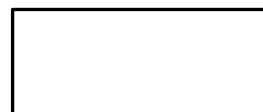
**“Authorised Operator”** means a communications operator authorized by the National Regulatory Authority to provide networks or services in the Republic of Ireland under the Authorisation Scheme.

**“Authorisation Scheme”** means Irish Statutory Instrument No. 335 of 2011 (European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2011, as amended or superseded from time to time.

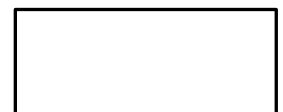
**“Call(s)”** means the establishment of a connection through a Network and the transmission and the delivery of a communication (being a communication of the type which each of the Party’s Networks are capable of conveying), from the terminal on which this communication has been generated to the terminal to which this communication is addressed, or to a network platform or to any other facility giving automatic answer in the cases where the connection cannot be established.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



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“**Called Customer Answer Signal**” means the signal which is provided by the terminating switch (to indicate that the called customer has answered) and which is passed to the originating switch to be used for the purpose of charging.

“**Charges**” mean the fees payable for the provisions of the Services under the Agreement and as defined under the Service Schedules.

“**Circuits**” means a telecommunications transmission circuit capable of carrying a SIP channel.

“**CLI**” means Calling Line Identification.

“**CLI Guidelines**” means the European Telecommunications Platform (ETP) Issue 4 of “Guidelines for Calling Line Identification” [document number (02)51]9.

“**Commencement Date**” means the date mentioned in the beginning off this Agreement.

“**Data Protection Legislation**” means (i) the GDPR and (ii) any other applicable laws of the European Union, (iii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual’s privacy and (iv) any binding guidance or code of practice issued by an applicable Supervisory Authority.

“**Geographic Number**” means a geographic number assigned to a geographic area under the National Numbering Scheme;

“**Interconnection**” means physical or logical linking of the Voxbone Network with the Operator Network in accordance with this Agreement with a view to access and provision of the Services under this Agreement.

“**Invoice Discrepancy**” means any discrepancies in invoices, discrepancies between the invoices and the accounts of Operator and/or any dispute related to the invoices.

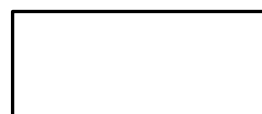
“**ITU**” means the International Telecommunications Union.

“**National Numbering Scheme**” means a scheme operated by the National Regulatory Authority for the allocation of number ranges for electronic communications services.

“**National Regulatory Authority**” means Commission for Communication Regulation, telecoms licensing and regulatory body in the Republic of Ireland (“**ComReg**”).

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
Belgium

Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
iNum: +883 510 001 000  
Email: info@voxbone.com



Voxbone signature



Operator signature

**“Network(s)”** means the electronic communications infrastructure operated by Parties to provide electronic communication services.

**“Price List”** means the last issued version of the price list setting out all applicable Charges to be paid to Voxbone. The Price List will be updated regularly throughout the term of the Agreement.

**“Supplemental Agreement”** means a supplemental agreement which is governed by the terms of this Agreement, specifying the details of the Service and associated commercial terms, Minimum Period of Service and Charges, as applicable.

**“Service Data”** means any data provided or made available by Operator to Voxbone that is required to run the Service(s) under or in accordance with this Agreement.

**“Service(s)”** means the services to be provided by Voxbone, as more fully set out in Annex A.

**“SIP”** means Session Initiation Protocol.

**“VAT”** means Value Added Tax.

**Voxbone SA**  
Avenue Louise 489  
1050 Brussels  
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Tel: +32 2 808 00 00  
Fax: +32 2 808 00 01  
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Voxbone signature



Operator signature