

SCHEDULE 10 - CARRIER PRE-SELECTION

1. Definitions

In this Schedule, a reference to a clause or Annex, unless stated otherwise is to a clause or Annex of this Schedule. Words and expressions have the meaning given in **Schedule 13 – (Glossary)** except as shown below:

“**Access Code**” PTCL to confirm the correct access codes in Pakistan.

“**All Calls Option**” the CPS Option whereby the CPS Customer opts for all outgoing Calls (except those Calls excluded under this Schedule) to be routed by the Operator Network;

“**Carrier Pre-Selection**” or “**CPS**” a service whereby a CPS Customer opts for some outgoing Calls, in accordance with the specified CPS Option nominated by such CPS Customer, to be routed to the Operator Network for conveyance by the Operator; the CPS Customer having the facility to override such option by using an Access Code or equivalent;

“**CPS Call**” a call made by a CPS Customer, prefixed by PTCL with a CPS Routing Prefix in accordance with one of the CPS Options and handed over by PTCL to the Operator for onward conveyance;

“**CPS Customer**” a PTCL Customer with a PTCL Exchange Line who orders a CPS Option from the Operator, or from an agent or reseller of the Operator, for the avoidance of doubt the term shall not include agents or resellers of the Operator acting as such;

“**CPS Option**” one of the All Calls Option, the International Calls Option, the National Calls Option or an option comprising both the International Calls Option and the National Calls Option;

“**CPS Routing Prefix**” a routing prefix code which indicates the operator selected for the CPS Option;

“**International Calls Option**” the CPS Option whereby the CPS Customer opts for outgoing International Calls, to be routed by the Operator Network;

“**National Calls Option**” the CPS Option whereby the CPS Customer opts for outgoing geographic national Calls, to be routed by the Operator Network;

“**Override**” the facility for the CPS Customer on a Call by Call basis, by prefixing any Call with the Access Code of a Third Party Operator (or the equivalent code for PTCL as notified by PTCL from time to time) to override the automatic CPS service routing, so that such Call becomes an indirect access Call to such Third Party Operator (or, in the case of PTCL, a PTCL Call);

“**Transaction**” a PTCL activity in respect of each CLI for any of set-up, remove, re-number, cancel, change or dummy or any other such CPS processing activity notified by PTCL;

“**Transaction Request**” a request by the Operator to PTCL for a Transaction.

- 1.1 References to the Operator shall include an agent or reseller of the Operator, and the conduct of all such persons shall be interpreted as if the Operator had undertaken all such activities. The Operator undertakes that its contracts or agreements with such persons shall contain appropriate provisions to ensure the discharge of such obligations.
- 1.2 For the purposes of this Schedule, “Access Codes” shall mean codes defined under the Pakistan numbering scheme for CPS.
- 1.3 For the avoidance of doubt, if a Transaction Request is withdrawn or rejected, any subsequent resubmission in respect that CLI by the Operator shall constitute a new Transaction Request.

2. Description of Service

- 2.1 Subject to the provisions of this Schedule, the Parties shall use their reasonable endeavours and co-operate to make CPS service available to CPS Customers who are eligible and who have opted for Calls to be made via the Operator Network in accordance with CPS Options.
- 2.2 PTCL shall implement and the Operator shall only make CPS service available to its CPS Customers as one of the following CPS Options:
 - (a) International Calls Option
 - (b) National Calls Option
 - (c) All Calls Option
 - (d) International Calls Option supplied in combination with the National Calls Option, the CPS Calls in respect of both of which options are concurrently routed by PTCL to the Operator.
- 2.3 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 Schedule.
- 2.4 The Operator shall provide CPS service to, and PTCL shall be obliged to convey CPS Calls from, direct PTCL Customers on a PTCL Exchange Line directly connected to and switched by a PTCL switch.
- 2.5 For the avoidance of doubt, if PTCL suspends telephony service to a PTCL Customer who also takes CPS service, PTCL shall have no obligation to notify the Operator.

3. General PTCL Obligations

- 3.1 PTCL shall make an electronic Transaction Request ordering facility available in accordance with the Product Description on Business Days between 8.00 a.m. and 8.00 p.m.

- 3.2 PTCL shall process each CPS Transaction Request in accordance with the Process Description; provided that PTCL shall not be obliged in any one day to exceed the agreed Operator threshold volume for CPS Transaction Requests pursuant to the Transaction Request Forecasting Document.
- 3.3 PTCL shall provide a general CPS support service on Business Days.
- 3.4 If the CPS Customer makes a Call to the Operator Network under one of the CPS Options, PTCL shall prefix each such CPS Call with the CPS Routing Prefix allocated to the Operator, and hand over such Call to the Operator Network in accordance with the provisions of this Schedule.

4. General Operator Obligations

- 4.1 The Operator shall apply to PTCL and co-operate with PTCL to establish access to the electronic ordering facility in accordance with the Product Description. The Operator and PTCL shall agree to a process for handling CPS transactions within ninety (90) days of Operator's acceptance of this Schedule.
- 4.2 The Operator shall submit all CPS Transaction Requests to PTCL via the procedure agreed in clause 4.1.

5. Forecasting

- 5.1 The Operator shall supply forecasts for the traffic associated with CPS service. Such forecasts shall:
- (a) be updated quarterly;
 - (b) cover a period of twelve months;
 - (c) be agreed for a period of three months
- on a rolling basis and shall include the Operator's forecasts for inter-tandem traffic.
- 5.2 The Parties shall review the Operator's Inter Tandem Traffic Forecasts if PTCL reasonably considers that they are not consistent with the Operators other traffic forecasts
- 5.3 PTCL shall have no obligation to hand over CPS Calls in excess of 110% of the agreed Traffic Forecasts.
- 5.4 The Operator shall supply CPS Transaction Requests forecasts. Such forecasts shall:
- (a) be updated quarterly;
 - (b) cover a period of twelve months;
 - (c) be agreed for a period of three months
- 5.5 The Parties agree that if at any time the summation of forecasts of CPS Transaction Requests submitted by the industry to PTCL exceeds what is

logistically reasonably achievable by PTCL, then, subject to the agreement of the PTA, PTCL may not be obliged to process the Transaction Requests according to the procedure agreed.

6. Routing and Conveyance

- 6.1 CPS Calls shall be routed as a distinct Traffic Type (which shall have the same characteristics as Indirect Access Calls), or may be combined with the Operator's Indirect Access Calls, in accordance with clause **5.1(a)**.

7. Charging

- 7.1 The Operator shall pay PTCL in respect of activities under this Schedule Charges in accordance with the rates as specified in **Schedule 11**.

- 7.2 PTCL shall forward to the Operator Network the CPS Routing Prefix followed by the Called Party's telephone number. On receipt of the initial digits of the Called Party's telephone number the Operator shall immediately proceed to connect the Calling Party to the Called Party, and shall procure that immediately on the Called Party answering the Operator Network shall immediately return to PTCL an Address Complete Message immediately followed by an Answer Signal.

- 7.3 For the avoidance of doubt the Operator may return the following tones:

Ring;
Engaged;
Number Unobtainable; or
Equipment Engaged;

or messages limited to direct replacements for those tones provided that any message contains no form of information identifying the Operator without first sending an Answer Signal. Before sending any other form of message the Operator shall return to PTCL an Address Complete Message and an Answer Signal.

8. Commencement

- 8.1 If requested by the Operator, the Parties shall proceed with Service Preparation in accordance with this Schedule. The Parties acknowledge that:

- (a) such work shall be without prejudice to the rights of either Party in relation to the proposed introduction of a commercial service; and
- (b) all understandings, commitments, agreements or representations whatsoever, whether written or oral (save to the extent expressly contained in this Agreement) except insofar as they relate to the proposed introduction of a commercial service are of no contractual effect between the Parties.

9. Suspension or Termination of Service

- 9.1 Without prejudice to any other rights under the Agreement, if the Operator fails to take appropriate action to PTCL's reasonable satisfaction in respect of the Operator's obligations under this Agreement, PTCL shall have the right (subject to not less than seven days' notice in writing to the Operator) to suspend performance of such of its obligations under this Schedule as is reasonable in the circumstances (for the avoidance of doubt, such right to include the suspension of further processing of CPS Transaction Requests).