

**SCHEDULE 15 – SHORT MESSAGING SERVICES****1. Definitions.**

- (i) “Customer” shall mean a subscriber capable of originating a Short Message and/or receiving a Short Message.
- (ii) “Delivering Operator” shall mean the Party delivering the Short Messages destined for its Customers and received from the Sending Operator’s network.
- (iii) “Sending Operator” shall mean the Party in whose network a Short Message originates for delivery to the network of the Delivering Party.
- (iv) “Short Message” shall mean a numeric or text message of up to 160 characters to be sent and/or received, on communication devices connected to the systems of the Parties.
- (v) “SMS-C” shall mean the function installed by a Party that is responsible for the relaying and store-and-forwarding of a Short Message between a Sending Operator and a Delivering Operator. The list of SMS-Cs applicable is set out in Appendix A.

**2. Commencements And Duration**

- 2.1 This schedule of Interconnect Agreement shall be effective from the date of signing of Agreement and without prejudice to the clause 22 –Force Majeure, shall continue in force till the Interconnect agreement.
- 2.2 Each Party shall convey Short Messages commencing on the date agreed by the Parties.”

**3. Description Of The Service**

- 3.1 Operator and PTCL shall connect and maintain the connection of their networks to each other for the purpose of sending and receiving Short Messages. Subject to the terms of this clause, each Party on initiation of Short Message into its network that is destined to the other Party’s network shall duly convey such Short Message to the other Party’s network at agreed one point of interconnect. The parties, in future may increase and / or re-designate point of interconnect with mutual consent.
- 3.2 The Parties shall agree in advance all necessary technical requirements, including set up and clear down sequences, for the conveyance of Short Messages pursuant to this Agreement.
- 3.3 Each Party shall, in accordance with such Party’s normal engineering practices, correct faults occurring in its system, which affect the conveyance of Short Messages.
- 3.4 Short Messages shall be conveyed in accordance with the routing principles as agreed by the Parties.
- 3.5 For each Short Message handed over from the Sending Operator’s network to the Delivery Operator’s network, the Sending Operator shall convey the Caller Line Identification (“CLI”). For the avoidance of doubt, if CLI is unavailable or withheld the Delivering Operator shall not convey the Short Message to the Customer. The network number of each Customer who initiates the Short Message shall be forwarded to the Delivering Operator for display purposes.

- 3.6 During the developing of the interface between the two parties, bandwidth would be regulated and SMS throughput must be clarified. In the case of an exceptional and sudden change in the level of Short Messages handed over from the Sending Operator to the Delivering Operator, the Delivering Operator may suspend service if, in its reasonable opinion, such suspension is necessary to protect the Delivering Operator's system and in particular the signaling channels from such exceptionally high flow of Short Messages. In such a case, if reasonably practicable, the Delivering Operator shall use its best efforts to give as much written notice as possible to the Sending Operator prior to such suspension, detailing why such suspension is necessary to protect the Delivering Operator's system and, in particular, the signaling channels. The suspension shall cease as soon as the protection is no longer reasonably necessary
- 3.7 The Parties agree to block access of its own Customers to all Short Message based value added services of the other network. Only the number series allowed and agreed upon between the Parties for voice communication between normal subscribers will be defined in the SMS-Cs.
- 3.8 If the Parties experience complaints regarding reception of Short Messages having commercial content (bulk Short Messages containing advertising/promotional message sponsored by third parties/Customers) the Parties agree in good faith to resolve this problem to avoid any deterioration in the quality of service. Moreover, the parties will ensure that Short Messages will not be used to advertise either Party's services to the Customers of the other Party. In case any third party violates this principle, the concerned operator shall take immediate steps to prevent the same, unless mutually agreed in writing.
- 3.9 The Parties shall pay Charges for Short Message Service in accordance with the rates specified in **Schedule 11** of this Interconnection Agreement.
- 3.10 Neither party shall require / request the other party to send or deliver short messages to any short codes. The customers of one party will not be allowed to send short messages to the other party's short codes or any type of SMS large accounts
- 3.11 Each Party shall bear expenses on its own side of the network. The total cost for media, VPN establishment including all hardware / software between the SMC-s of PTCL and Operator shall be shared equally.
- 3.12 Subject to the aforesaid change, which shall be deemed to be incorporated in the Agreement from the date hereof, the remaining provisions of the Agreement shall remain the same and shall continue to be applicable and binding on the Parties.
- 3.13 Any change, amendment or modification to this agreement may only be brought in with the consent of both parties.

**Appendix A**

## LIST OF SMS-C

**For PTCL:**

- i. The first interconnection point will be PTCL's V-SMS-C located at, Gulberg Lahore.
- ii. The second would be PTCL's F-SMS-C located at PTCL F-8 Co-location Centre, Islamabad.

**Note:** In case the Other Licensed Operator (OLO) have limitation to have only one point of interconnect, then only PTCL's V-SMS-C located at, Gulberg Lahore, will be used which will also act as routing gateway for wire line SMS.

**For Operators:**

Operator's SMS-C located at .....