

SCHEDULE 6 – DIRECTORY INFORMATION SUPPLY

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:

“**Audit File**” A partial or complete download provided by PTCL of the entries on the PTCL Database, being entries supplied by the Operator relating to the Operator’s subscribers, to facilitate a comprehensive audit by the Operator;

“**PTCL Directory Section / Division**” The PTCL unit responsible for facilitating Direct Access and for inputting Operator Customer Information into the Database;

“**PTCL Directory Information Price List**” The list of charges relating to the supply and purchase of information supplied under this Schedule published from time to time by PTCL;

“**PTCL Directory System Manuals**” The manuals and guidelines relating to the subject matter of this Schedule issued from time to time by PTCL;

“**PTCL Data Access Interface**” The PTCL interface to facilitate access to the PTCL Database;

“**PTCL’s Subscribers / Customers Database**” The PTCL Operator Services Information System database (including any replacement system) containing information (including without limitation, names, address and telephone numbers) relating to subscribers provided with publicly available telephone services by PTCL;

“**Code of Practice**” The proposed “Code of Practice on Telecommunications Directory Information Covering the Fair Processing of Personal Data”;

“**Direct Access**” Direct on-line inputting by the Operator of Operator’s Customer Information on to the PTCL Database via the PTCL Data Base Access Interface;

“**Group Entry**” A listing of Operator Customer Information in respect of a particular Customer, being a listing requiring integration with the operator customer information of other operators;

“**Hard Copy**” The submission of Operator Customer Information to PTCL by means of paper, facsimile, or disc, for inputting by PTCL to the PTCL Database;

“**Inaccurate Data**” Data supplied by the Operator containing incorrect entries;

“**Industry Customer Information**” Information supplied to PTCL by Customer and operators other than the Operator, such information being the equivalent of Operator Customer Information;

“**Non-standard Data**” Information which doesn’t comply with the standard file format or other requirements of the PTCL Directory System Manuals;

“**On-line Batch Access**” The provision of Operator Customer Information by the Operator to PTCL online, for inputting by PTCL to the PTCL Database;

“**Operator Customer Information**” Information provided relating to persons having a telephone number allocated to the Operator in accordance with the National numbering scheme (including information relating to telephone numbers which the Operator has allocated for its own use);

“**Status Information**” The directory entry classification defining the processing or use of Operator Customer Information;

“**Utilise**” Copy, publish, extract, sell, supply and license copies, in order to discharge PTCL’s obligations.

2. Supply of Information

2.1 This Schedule sets out the provisions for the supply by the Operator to PTCL of Operator Customer Information for inclusion in the PTCL Database to facilitate:

- (a) the maintenance by PTCL core directory information database;
- (b) the provision of directory information services and of directories; and
- (c) the publication by PTCL of directories and provision of directory enquiry services, which include Operator Customer Information supplied to PTCL.

2.2 The Operator shall use reasonable endeavours:

- (a) to supply to PTCL all Operator Customer Information in the format described for Database Standard File Format or as subsequently agreed in writing by the Operator;
- (b) to obtain all necessary consents to enable the Operator to pass Operator Customer Information to PTCL, or enter Operator Customer Information onto the PTCL Database under the terms of this Agreement and for PTCL to utilize Operator Customer Information;
- (c) to ensure that Operator Customer Information supplied to PTCL is accurate and complete in accordance with its Customer requirements and that the Status Information is clearly marked by the Operator setting the respective directory entry classification flags;
- (d) to update when specified in the PTCL Data base the existing Operator Customer Information;
- (e) to update the existing Operator Customer Information when PTCL issues the annual Audit File to the Operator, as well as at such other time as the Operator becomes aware of the reasonable need for update;
- (f) to provide all updates in the format specified by PTCL;

- (g) not to provide Non-Standard Data, unless otherwise agreed between the Parties;
- (h) supply to PTCL forecasts to enable PTCL to plan to meet its obligations under this Schedule. These forecasts shall include details of the number of new entries, amendments, cessations and amends of information to go onto or of information previously included on the PTCL Database, by separate methods of entry. The forecasts shall initially be supplied upon incorporation of this Schedule into the Agreement and be for two years broken down quarterly. These forecasts shall be updated not less than once a year;
- (i) to respond to Operator Customer Information problem reports referred by PTCL to operator.

2.3 PTCL shall use reasonable endeavours to:

- (a) consult appropriately with the industry, concerning any proposals to make material changes to the PTCL Directory System Manuals, and to give not less than six months' written notice to the Operator before implementing any such changes, or such other period as may be agreed with the Operator;
- (b) supply an Audit File free of charge to the Operator once per calendar year. A partial or complete Audit File may be provided to the Operator at such other times as the Operator may request, and the Operator shall pay to PTCL the charges for such Audit Files as specified from time to time by PTCL;
- (c) ensure that the Operator Customer Information entered on the PTCL Database is accurate and complete insofar as such information is supplied by the Operator;
- (d) agree to the reasonable forecasts of the Operator;
- (e) respond to Operator Customer Information problem reports referred by the Operator;
- (f) treat Operator Customer Information and Operator forecasts as Confidential Information except to the extent provided in this Schedule. For the avoidance of doubt, Operator forecasts shall be used by PTCL for PTCL operational and financial purposes only;
- (g) keep up-to-date and make the PTCL Directory System Manuals available free of charge to the Operator; and
- (h) respond to change requests raised by the Operator in accordance with the PTCL Directory System Manuals.

2.4 The Parties shall notify each other with the contact details of their focal persons (being such sufficient number of persons as may reasonably be required with fall back contact details for other persons should the primary contact be unavailable) as contact points to provide assistance to facilitate the inclusion of Operator Customer Information into the PTCL Database.

2.5 Operator Customer Information shall be supplied by the Operator by one or more of the following:

- (a) Direct Access;
- (b) On-line Batch Access;
- (c) submission of Hard Copy; or
- (d) such other means as may be agreed from time to time by the Parties in writing.

2.6 If Operator Customer Information is entered by Direct Access:

- (a) the Parties shall co-operate to develop and agree an implementation plan and timescales and shall consult from time to time on the effectiveness of both Parties systems used for Direct Access; and
- (b) PTCL shall:
 - (i) permit on a non-exclusive basis the Operator to have remote on-line access to the PTCL Database, (except for any period during which the PTCL Database is taken out of service for maintenance) for the sole purpose of amending deleting and adding Operator Customer Information on the PTCL Database.
 - (ii) nominate the PTCL personnel and telephone numbers for contact during normal PTCL operational hours, to receive fault reports from the Operator and to provide assistance to facilitate the Direct Access to the PTCL Database by the Operator; and
- (c) The Operator shall:
 - (i) procure Direct Access in accordance with the PTCL procedures;
 - (ii) operate and maintain for the purposes of this Agreement computer terminals and an associated networking system, to enable the Operator to achieve Direct Access;
 - (iii) consult from time to time with PTCL as to the compatibility of the Operator's computer terminals and associated networking system used for Direct Access and proper working of the Operator's system including, without limitation, the hardware communication and software processes;
 - (iv) not reproduce copy or transfer all or any part of the PTCL Database in any form, by any means, whether electronic, mechanical, photocopying, recording or otherwise, nor store the same in any information retrieval system of any kind except for caching on a temporary basis or for Operator staff training;

- (v) not, whilst having access to the PTCL Database, knowingly do or permit to be done anything that will result in damage to the PTCL Database;
 - (vi) ensure that all staff have been duly trained to act in a professional manner and in accordance with the Operator's confidentiality obligations; and
 - (vii) treat Customer Information as Confidential Information.
- 2.7 For On-line Batch Access, the operator shall supply the operator customer information in accordance with procedures.
- 2.8 For Hard Copy, the Operator shall supply the Operator Customer Information in accordance with the PTCL procedures.
- 2.9 If Operator Customer Information is supplied by Direct Access or On-line Batch Access, PTCL shall use reasonable endeavors to:
- (a) provide such access as is ordered by the Operator to facilitate access to the PTCL Database in accordance with the PTCL's standard retail conditions at the retail charges published from time to time in the PTCL Retail Price List. Any network access components supplied by the Operator shall be subject to prior agreement with PTCL;
 - (b) facilitate access by providing system security access cards, for use by the Operator;
 - (c) make the PTCL Access available, and to provide reasonable notice to the Operator of any planned periods of non-availability, and any such notice as may be practicable of any unplanned periods of non-availability; and
 - (d) the Operator shall not, whilst having access to the PTCL system, knowingly do or permit to be done anything that will result in damage to the PTCL systems.
- 2.10 If Operator Customer Information is supplied by On-line Batch Access or Hard Copy, PTCL shall use reasonable endeavors to:
- (a) enter the monthly information (not less than 95%) onto the PTCL Database within three (3) Working Days after the day of receipt of the Operator Customer Information by the PTCL, and 100% within five Working Days; and
 - (b) inform the Operator within three (3) Working Days after the day of receipt of the Operator Customer Information by PTCL of Operator Customer Information which a preliminary validation check indicates is inaccurate Data or is incomplete and/or incapable of being processed and PTCL shall not enter such information on the PTCL Database.
- 2.11 The Operator acknowledges that if the entry is a Group Entry PTCL may exceptionally contact the Operator Customer in order to facilitate the positioning of the Operator Customer Information with Industry Customer Information and shall notify the Operator.

2.12 The Operator acknowledges that in the event that an individual exercises their right, if such right exists, to see what data is held on the PTCL Database relating to that individual, PTCL shall disclose to that individual all the relevant Operator Customer Information, together with all other relevant Industry Customer Information and shall notify the Operator.

3. Charges and Payment

3.1 For Operator Customer Information supplied by Direct Access or On-line Batch Access Operator shall pay to the PTCL the relevant charges specified from time to time in **Schedule 11** - (Charges).

3.2 For Operator Customer Information supplied as Hard Copy the Operator shall pay to PTCL the relevant charge specified from time to time in **Schedule 11**- (Charges), except to the extent that such provision by Hard Copy has been made necessary by default on the part of PTCL under this Agreement.

3.3 Charges shall be calculated in accordance with the details recorded by or on behalf of PTCL.

3.4 For Operator Customer Information submitted by the Operator as Hard Copy, PTCL shall return any Non-standard Data to the Operator, and shall not enter such information onto the PTCL Database, and the Operator shall pay to PTCL the charge for such data. For the avoidance of doubt PTCL if the Operator subsequently resubmits such data, a further charge shall be payable.

3.5 For Operator Customer Information submitted by the Operator by On-line Batch Access, if initial automatic validation checks by PTCL reveal inaccuracies, PTCL shall either:

- (a) return the Operator Customer Information for correction and re-submission by the Operator, and the Operator shall pay to PTCL the relevant charge specified from time to time in **Schedule 11**- (Charges) for such data rejected by PTCL; or
- (b) following a procedure agreed with the Operator correct the Operator Customer Information and enter it onto the PTCL Database at the cost to the Operator of the charge specified in **Schedule 11**- (Charges) for such a service.

3.6 Within 30 Calendar Days of the end of each calendar month PTCL shall issue to the Operator a statement showing the volume of Operator Customer Information (broken down by method of submission) supplied and received (taking into account Non-standard Data and other charges due under the terms of this Schedule) and each Party shall (as appropriate) invoice the other Party on the basis of that statement unless the statement is disputed and any such dispute shall be resolved in accordance with the provision of the Agreement

3.7 The statement referred to in clause **3.6** shall be stored, by both Parties, in such summary format and in such amounts as shall be sufficient to recalculate the amounts due to take account of changes in the relevant charges in **Schedule 11**- (Charges).

- 3.8 If the PTCL billing system malfunctions such that PTCL is unable to provide the statement referred to in clause above, the Operator shall use its reasonable endeavors to supply the missing billing information to PTCL, or failing that the Parties shall use the billing information for the previous billing period, and the Parties shall proceed on the basis of such information. If subsequently the PTCL billing system is able to provide the statement for such period, or if subsequently the Parties agree that a revision of the information is appropriate, then the Parties shall recalculate the sums due and shall pay or be paid the appropriate adjustment payment.
- 3.9 Any payment due or any refund due shall be made together with interest on such additional payment or refund, such interest calculated at prevailing SBP (State Bank of Pakistan) interest rate as at the date being 30 Calendar Days from the date of dispatch of the estimated invoice. Such interest shall be payable (in the case of an additional payment due) from and including the day after the Due Date, or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, the date of refund in full. Such interest shall accrue from day to day and shall not be compounded.
- 3.10 Interest shall be calculated on a daily basis from and including the date of payment of the original amount to be adjusted up to and including the date on which the adjusted amount is paid.
- 3.11 The Operator shall pay for Direct Access training supplied by PTCL in accordance with **Schedule 11-** (Charges).
- 3.12 If a Party fails to pay on the Due Date any amount due under this Schedule or shall overpay any amount, the payee or, as the case may be the over-payer, shall pay or be paid interest at the Default Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.
- 3.13 Interest at the Default Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Default Interest Rate shall accrue day by day and shall not be compounded.
- 3.14 If either Party disputes any invoice it will notify the other Party within 14 Calendar Days of receipt of the invoice giving full written reasons for such dispute and shall not withhold payment of any amount not in dispute. Such disputes (other than a dispute in respect of the charges payable in connection with this Schedule) will be dealt with in accordance with provisions of the Agreement.
- 3.15 Save for Hard Copy or PTCL charges in **Schedule 11-** (Charges), if there is a dispute over price, the Parties shall continue to pay the existing price until a new price is agreed.

4. Customer Information

- 4.1 The Operator acknowledges that all proprietary rights, rights of ownership, moral rights, licenses, titles, interests, copyright and all other intellectual rights whatsoever for all

purposes in PTCL Database and in all materials, documentation information (including computerized information) and databases, structures, systems and software connected with the PTCL Database application and generated by or on behalf of PTCL are and will at all times remain vested in PTCL and are the property of or are licensed to PTCL.

4.2 PTCL shall be entitled to:

- (a) copy and merge the Operator Customer Information;
- (b) utilize, Database at any time after PTCL has received such Operator Customer Information.

4.3 The Operator acknowledges that in connection with PTCL's usage of Operator Customer Information supplied pursuant to this Schedule, PTCL may publish a list of operators contributing data to the PTCL Database.

5. Statutory and Other Obligations

5.1 The Parties shall comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any other competent authority and the provisions of any codes whether voluntary or obligatory which are relevant to any obligation of the Parties under this Agreement and in particular (but without prejudice to the generality of the foregoing) the Parties undertake and agree and that they shall not disclose any data to any person not authorized by the disclosing Party. The terms of this clause shall override any conflicting obligations on the Parties under this Schedule.

5.2 Each Party shall indemnify the other Party against any claims or legal procedures threatened or brought against the other Party because of a breach by the first Party of the provision of clause **5.1** of this **Schedule 6**.

5.3 PTCL shall ensure that in its agreements with Third Parties in relation to the use of Operator Customer Information, there shall be provisions requiring such Third Parties to comply with the statutory and other obligations, shall use reasonable endeavours to enforce such.

6. Termination of Service

6.1 Either Party may upon not less than 12 months' prior written notice to the other Party terminate service under this Schedule and on expiry of notice the service shall so cease and terminate.

6.2 In the event of termination of service under this Schedule for whatever reason:

- (a) the Operator shall co-operate in transferring to PTCL all materials and things which are PTCL's property which shall include, without limitation, all materials, security devices and other things relating to the PTCL Database, to the intent that the transfer shall be effected without cost to PTCL.
- (b) PTCL may continue to Utilise all Operator Customer Information supplied to PTCL notwithstanding the termination of service under this Schedule, provided

that such information is deleted by PTCL from the PTCL Database as soon as practicable and in any event within a six month period of such termination and ceases to be included in products constructed beyond a twelve month period of such termination, which products have been licensed by PTCL.

7. Security

- 7.1 Each Party agrees to comply with restrictions, controls and security arrangements set out in this Schedule. If a Party fails to adhere to the provisions of this Schedule or if a Party believes there has been a breach of security, unauthorized access, or misuse to or of its data facilities, systems or information such Party may immediately suspend access to its systems and such Party shall immediately notify the other Party and the Parties shall work together expeditiously to restore access and deal with any concerns or breaches to their reasonable satisfaction.

8. Schedule Review Provision

- 8.1 The provision of this schedule may be review annually by the year commencing 1 July next proposing changes to this Agreement including the pricing.
- 8.2 If the prices have been referred to Authority for resolution the operator shall continue to pay the price previously agreed with the Operator until the resolution by the Authority has been made and until an offer by PTCL to amend this Agreement pursuant to such resolution shall have been accepted in writing by the Operator.

APPENDIX

For the purposes of this Schedule the PTCL Directory System Manuals are:

1. Access & Delivery Methodology Document
2. PTCL Billing Manual
3. Core Database Entry Policy
4. Core Database Data Definition
5. Directory Data Transfer Methodology
6. Rejects Manual
7. Security Manual
8. Core Database Standard File Format
9. Change Management Process