

**SCHEDULE 7 - LEASING OF DOMESTIC PRIVATE LEASED CIRCUITS****CONTENTS**

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**1. SCOPE**

- 1.1 This Schedule sets out the terms and conditions under which PTCL will provide the Operator with Domestic Private Leased Circuits (DPLCs)/bandwidth.
- 1.2 Resale of the DPLCs acquired under these terms and conditions is strictly prohibited, provided however that, provision of bandwidth packaged as telecommunication service or product by a Party to its Customers or compression shall not constitute resale of DPLC.

**2. ORDERING AND PROVISIONING PROCEDURE**

- 2.1 The Operator shall submit its Request for a DPLC containing the following information:
  - (a) the point of presence (“**POP**”) in Pakistan as identified by the Operator to be the terminating point for the DPLC;
  - (b) bandwidth capacity sought on the DPLC;
  - (c) the destination of the DPLC;
  - (d) whether the Operator wishes PTCL to arrange for the Domestic Circuit or whether the Operator will arrange/acquire the Domestic Circuit itself;
  - (e) the Operator's contact details;
  - (f) diversity, restoration and routing requirements;
  - (g) interface specifications;

- (h) length of period for which DPLC is sought;
  - (i) end to end diagram indicating DPLC and connected equipment network elements; and
  - (j) the requested Ready For Service (“RFS”) date.
- 2.2 All applications for DPLC will be processed on a “first come first served” basis.
- 2.3 PTCL shall provide the Operator with a single point of contact to facilitate the processing of orders placed. PTCL shall accept orders only from the designated Operator representative(s).
- 2.4 PTCL shall charge Operator for provision of DPLC from the date of commissioning of DPLC at PTCL’s end, irrespective of the fact that circuits being activated by the Operator or not. However, in case patching is delayed at PTCL’s end or any circuit problem is reported, the charging shall not be made by PTCL before the date on which patching is completed by PTCL or circuit problem is rectified, as the case may be.
- 2.5 The Operator acknowledges that a request to reconfigure or enhance bandwidth capacity to an existing DPLC supplied under this Schedule will be treated as a new request for a DPLC.

### **3. DOMESTIC CIRCUITS**

- 3.1 The Operator acknowledges that Domestic Circuits may not be available to all domestic destinations.
- 3.2 If the Operator notifies PTCL in an application that it wishes to lease a PTCL Domestic Circuit, PTCL will, within ten (10) Business Days of the request for a DPLC, indicate whether the Domestic Circuit is available.

### **4. ACCEPTANCE OR REJECTION**

- 4.1 PTCL shall verify within five (5) Business Days whether the Operator’s requirements as specified in the request provided under clause 2.1 can be executed.
- 4.2 In addition to PTCL’s rights under clause 4.1, PTCL may reject a request for a DPLC if:
- (a) the request for a DPLC does not contain all the information specified in **clause 2.1** above;
  - (b) the DPLC is not available to destinations to which PTCL does not have cable capacity; or
  - (c) PTCL does not have the necessary capacity to meet the Operator’s requirements, provided, however that, PTCL shall not withhold transmission capacity where it is available in its Network (and for the purposes hereof, capacity shall be deemed

available where all that is required is procurement of additional transmission or switching equipment to energise dark fibre or cable already laid).

## **5. DELIVERIES AND MAINTENANCE**

- 5.1 PTCL shall communicate the following circuit information to the Operator as soon as practicable but not later than 15 days of the receipt of request from the Operator:
- (a) circuit identification number; and
  - (b) confirmation of Ready For Service date, which shall in any event be not later than thirty (30) Calendar days after the Requested Ready for Service Date.
- 5.2 PTCL shall perform end-to-end circuit testing (on the PTCL provided section only) on the DPLC and shall complete such testing prior to the RFS date.
- 5.3 PTCL will advise the Operator when the DPLC is RFS.
- 5.4 PTCL is responsible for maintenance and administration of the DPLC.

## **6. FORECASTS**

- 6.1 On the first day of each Calendar Quarter, the Operator shall submit to PTCL forecasts for the following six (6) months, containing the following information:
- (a) the likely number of Requests for DPLCs;
  - (b) the destinations to which the DPLCs in paragraph (a) will be sought;
  - (c) the total bandwidth capacity on the DPLCs in paragraph (a).

Provided, however that, if the requested capacity is available in PTCL Network, a request for DPLC shall not be declined by PTCL solely on the ground that the requested capacity was not included in the forecast.

## **7. PROTECTIONS AND SAFETY**

- 7.1 The Operator is responsible for the safe operation of the Operator Network and shall be responsible for the safe operation of the DPLC and its equipment and shall, so far as reasonably practicable, take all necessary steps to ensure that the DPLC use and its equipment:
- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
  - (b) does not cause physical or technical harm to the PTCL Network including but not limited to causing damage, interfering with or causing deterioration in the operation of the PTCL Network;

- (c) does not jeopardize the integrity or confidentiality of communications within the PTCL Network; or
- (d) does not threaten the security and accessibility of the PTCL Network.

## **8. PERMITS, LICENSES AND APPROVALS**

- 8.1 The Parties shall comply with all licenses, permits, consents, waivers, authorizations and intellectual property or other rights required for the provision of the DPLCs.

## **9. OPERATOR RIGHTS**

- 9.1 The approval and provision of the DPLCs does not vest in the Operator any right, title or proprietary interest in the DPLC, other than the rights expressly conferred under this Interconnection Agreement, including, without limitation, the right to utilize the DPLC for conveyance of traffic.

## **10. TERM OF SUPPLY**

- 10.1 The term of supply of the DPLC (“**Term**”) shall commence on the date of commissioning of DPLC (which date shall not be later than the RFS Date) and, at the Operator’s election, shall continue for such period as specified below:

- (a) a minimum period of 12 months; or
- (b) such longer period (in monthly increments) as the Operator may request when ordering DPLC ;

Provided, however that, unless an election notice to Decommission the DPLC is given by the Operator no later than thirty (30) Calendar days before the expiry of the period under sub-clauses (a) and (b) above, the Term shall stand renewed successively for equivalent periods on the expiry of the immediately preceding period.

- 10.2 The Parties acknowledge that the Authority may terminate PTCL’s obligation to provide DPLC at any time. Notwithstanding any provision in this Schedule, in the event that the Authority modifies or lifts the requirement on PTCL to supply DPLC to the Operator prior to the expiry of the Term, PTCL shall have the right, as the case may be, to:

- (a) modify the terms and conditions contained in this **Schedule 7** for the supply of DPLC; or
- (b) terminate the supply of DPLC, in compliance with the Authority’s direction.

## **11. TERMINATION**

- 11.1 If during the term of the provision of the DPLC, the DPLC is used in a way that:

- (a) causes or is likely to cause physical or technical harm to any telecommunications network, systems or services (whether of PTCL or any other person) including but

not limited to causing damage, interfering with or causing material deterioration in the operation of the PTCL Network;

- (b) creates hazards to the public or to the officers, employees, contractors, agents and representatives of PTCL;
- (c) causes damage to PTCL's plant and equipment; or
- (d) unauthorized use of bandwidth for unlicensed origination, transit and termination of traffic;

PTCL may terminate the provision of the DPLC. The Operator shall be liable for the charges as outlined in clause **13**.

11.2 Subject to clause **20.2** of the main body of the Interconnection Agreement, PTCL may immediately terminate the provision of a DPLC under this Schedule if:

- (a) the Operator is in breach of this Schedule and such breach remains unremedied for a period of twenty one (21) Business Days after receiving notice from PTCL to do so;
- (b) in PTCL's reasonable opinion, the Operator is using the DPLC in contravention of an applicable law, license, regulation or direction and PTCL has the necessary confirmation from the relevant Governmental Agencies that the Operator is in contravention of the applicable law, license, code, regulation or direction;
- (c) the Operator abandons the DPLC or uses the DPLC for resale;
- (d) PTCL's right to own, maintain or operate its portion of the cable circuit or media which supports the DPLC is revoked, terminated or expires.

## **12. EXPIRY OF TERM**

12.1 Upon expiry or termination of the DPLC, the Operator must discontinue the use of the DPLC within twenty (20) Business Days of such expiry or termination.

12.2 Where the Operator fails to discontinue the use of the DPLC, PTCL shall disconnect the DPLC and the Operator shall pay any costs associated with its disconnection @ 5% of the monthly rent of DPLC.

12.3 If this Schedule or the Interconnection Agreement is terminated for any reason, the provision of all DPLCs is also terminated.

## **13. OPERATOR'S LIABILITY ON TERMINATION**

13.1 In the event that the DPLC is terminated before the expiry of the Term, the Operator's liability to PTCL shall be as follows:

- (a) Where the termination is the same as the expiry date of the Term, the rental up to and including the date of termination; and
- (b) Where the termination date is before the expiry date of the Term,
  - (i) The rental up to and including the date of termination; and
  - (ii) Twenty percent (20%) of the rental for the period between the date of termination and the expiry date of the Term provided the operator has not given at least thirty (30) days written notice to PTCL regarding termination.

#### **14. OPERATOR'S LIABILITY ON CANCELLATION**

- 14.1 In the event that the Operator cancels the work after placing a request for a DPLC but before service commissioning, the Operator shall be liable to pay the cancellation charges chargeable at ten percent (10%) of the twelve months DPLC charges of the cancelled works.