

## **SCHEDULE 8 – LEASING OF INTERNATIONAL PRIVATE LEASED CIRCUITS**

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### **1. SCOPE**

- 1.1 This Schedule sets out the terms and conditions under which PTCL will provide the Operator with the use of International Private Leased Circuits (“**IPLC**”).
- 1.2 This Schedule only applies to the Operator if it is an LDI.
- 1.3 Resale of the IPLC acquired under these terms and conditions is strictly prohibited. The Operator may not assign its rights in respect of the IPLC under this Schedule or sub-let the use of the IPLC.

### **2. ORDERING AND PROVISIONING PROCEDURE**

- 2.1 The Operator shall submit its request for an IPLC containing the following information:
- a) the point of presence (“**POP**”) in Pakistan as identified by the Operator to be the terminating point for the IPLC;
  - b) the bandwidth capacity sought on the IPLC along with media details;
  - c) the foreign country of destination of the IPLC;
  - d) the Operator’s contact details;
  - e) diversity, restoration and routing requirements;

- f) interface specifications;
- g) length of period the IPLC is sought for; and
- h) the requested Ready For Service (“RFS”) date.

*Note:*

- (i) For acquiring capacity on an IRU basis, the procedure outlined by SEA-ME-WE3 and SEA-ME-WE4 consortium, which is available on [www.smw3.com](http://www.smw3.com) and [www.seamewe4.com](http://www.seamewe4.com) respectively, will be followed;
  - (ii) PTCL will provide only half circuit. For the other half (Foreign Half Circuit) the Operator must contact the concerned Foreign Operator directly.
- 2.2 All applications for IPLCs 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 The Operator acknowledges that a request to reconfigure or enhance bandwidth capacity to an existing IPLC supplied under this Schedule will be treated as a new request for an IPLC.
- 2.5 In case the Operator requests for the IPLC for voice and data services on PIE network, PTCL will provide full circuit on PTCL’s notified charges for voice and data respectively.
- 2.6 In case the Operator requests for the IPLC to be provided through FLAG or any other operator, the charges notified by FLAG or any other operator, as the case may be, shall be paid by the Operator in addition to the DPLC charges, as given under Schedule 11 of this Interconnection Agreement. The terms and conditions of FLAG or any other operator, as the case may be, shall also apply for the provisioning of such IPLC to the Operator.

### **3. ACCEPTANCE OR REJECTION**

- 3.1 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.
- 3.2 PTCL may reject a request for an IPLC if:
- a) the Operator is not an LDI or Basic Telephony Operator;

- b) the request for an IPLC does not contain all the information specified in clause **2.1**;
- c) the IPLC is not available to destinations to which PTCL does not have cable/satellite capacity;
- d) PTCL is unable to acquire the Foreign Half Circuit, provided that PTCL has not unreasonably refused to acquire a Foreign Half Circuit from a Foreign Operator;
- e) PTCL does not have the necessary capacity to meet the Operator's requirements.

#### **4. DELIVERY AND MAINTENANCE**

- 4.1 PTCL shall communicate the following circuit information to the Operator as soon as practicable but not later than 15 days after becoming aware of it:
- a) circuit identification number; and
  - b) confirmation of the RFS date, which shall in any event be not later than thirty (30) Calendar Days after the Requested Ready for Service Date.
- 4.2 PTCL shall perform end-to-end circuit testing on the IPLC whenever possible and shall complete such testing prior to the RFS date.
- 4.3 The Operator, after acquiring Foreign Half Circuit from a Foreign Operator, will notify PTCL and must ensure that:
- a) the Foreign Half Circuit is installed, tested and ready for use by the RFS date; and
  - b) subject to clause **6.2**, the Foreign Operator deals directly with PTCL and provides all reasonably necessary assistance to PTCL in relation to the connection and interworking of the Foreign Half Circuit and the IPLC.
- 4.4 PTCL will advise the Operator when the IPLC is RFS.
- 4.5 The Operator will be responsible to the Foreign Operator for all charges levied by the Foreign Operators for the Foreign Half Circuit.
- 4.6 PTCL is responsible for maintenance and administration of the IPLC but not the Foreign Half Circuit for which the Foreign Operator is responsible.

#### **5. FORECASTS**

- 5.1 On the first day of each Calendar Quarter, the Operator shall submit to PTCL rolling forecasts for the following six (6) months, containing the following information:

- a) the likely number of requests for IPLCs;
- b) the destinations to which the IPLCs in clause **5.1(a)** will be sought; and
- c) the total bandwidth capacity on the IPLCs in clause **5.1(a)**.

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

## **6. ACCESS AND APPROVALS REQUIRED**

- 6.1 The Operator must obtain access to a POP in Pakistan as identified by the Operator to be the terminating point for the IPLC and procure access for PTCL to connect the IPLC at that POP.
- 6.2 The Operator is responsible for ensuring that the Foreign Operator has access to all necessary premises at the foreign end of the IPLC in order for the Foreign Half Circuit to be provided by the Foreign Operator.
- 6.3 The Operator must use its reasonable endeavours to do everything necessary to assist PTCL and the Foreign Operator to acquire, test and commission the IPLC, including providing all necessary information to PTCL and the Foreign Operator and obtaining and maintaining all necessary authorisations, permissions, licences, waivers, registrations or consents from any person.

## **7. PROTECTION AND SAFETY**

- 7.1 The Operator is responsible for the safe operation of its Network and shall be responsible for the safe operation of the IPLC and its equipment. In addition, the Operator shall, so far as reasonably practicable, take all necessary steps to ensure that the IPLC 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 jeopardise the integrity or confidentiality of communications within the PTCL Network; and
  - d) does not threaten the security and accessibility of the PTCL Network.

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

- 8.1 The Parties shall comply with clause **25.5** of the main body of the Interconnection Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the IPLCs.

## **9. OPERATOR RIGHTS**

- 9.1 The approval and provision of the IPLCs does not vest in the Operator any right, title or proprietary interest in the IPLC, other than the rights expressly conferred under this Interconnection Agreement.

## **10. TERM OF SUPPLY**

- 10.1 The term of supply of the IPLC (“**Term**”) shall commence on the date of commissioning of IPLC (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 IPLC ;

Provided, however that, unless an election notice to Decommission the IPLC 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 the PTCL obligation to provide IPLC at any time. Notwithstanding any provision in this Schedule, in the event that the Authority modifies or lifts the requirement on PTCL to supply IPLC 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 8** for the supply of IPLC; or
- (b) terminate the supply of IPLC, in compliance with the Authority’s direction.

## **11. TERMINATION**

- 11.1 Subject to clause **20.2** of the main body of the Interconnection Agreement, if during the term of the provision of the IPLC, the IPLC 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; or
- c) causes damage to the PTCL plant and equipment;

PTCL may terminate the provision of the IPLC and the Operator shall be liable for the charges as outlined in clause **13** below.

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

- a) the Foreign Half Circuit to which it is (or was) connected is disconnected from that IPLC or arrangements in relation to that Foreign Half Circuit are terminated for whatever reason;
- b) the Operator ceases to be a Basic Telephony Operator or an LDI Operator who has obtained approval from the Authority to acquire the IPLCs on these terms and conditions;
- c) the Operator is in breach of this Schedule and such breach remains unremedied for a period of twenty one (21) Business Days after receiving written notice from PTCL to do so;
- d) in the PTCL reasonable opinion, the Operator is using the IPLC in contravention of an applicable law, licence, code, regulation or direction and PTCL has the necessary confirmation from the relevant Governmental Agencies that the Operator is in contravention of the applicable law, licence, code, regulation or direction;
- e) the Operator abandons the IPLC or uses the IPLC for resale; or
- f) the PTCL rights to own, maintain or operate its portions of the cable or satellite which supports the IPLC is revoked, terminated or expires.

## **12. EXPIRY OF TERM**

12.1 Upon expiry or termination of the IPLC, the Operator must discontinue the use of the IPLC immediately.

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

12.3 If this Schedule or the main agreement is terminated for any reason, the provision of all use of the IPLCs is also terminated.

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

13.1 In the event that the IPLC 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 an IPLC but before service commissioning, the Operator shall be liable to pay the cancellation charges chargeable at ten percent (10%) of the twelve months IPLC charges of the cancelled works.