OCH Agreement
- Passive connection -

Between

OCH A/S
c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S
(hereinafter referred to as OCH)

and

Name
Address
Postal code
VAT:
(hereinafter referred to as PASSIVE CUSTOMER)

the following Agreement has today been made on PASSIVE CUSTOMER's connection to the OCH system.

The Agreement regulates conditions regarding access to information in the national number database (OCH system) from OCH to PASSIVE CUSTOMER.

The Agreement is made in accordance with the terms of Agreement on Connection to the OCH System, including Annexes, which has been received and accepted by PASSIVE CUSTOMER when signing the present Agreement.

PASSIVE CUSTOMER has chosen the following type of connection to the OCH system:

X SOAP via an VPN

The following special conditions have been agreed:

None

The present Agreement is signed in duplicate, one original being retained by each party.

Copenhagen, (date)

OCH A/S: Companyname:

_____   _____
Name   Name
Title   Title

OPERATORS CLEARING HOUSE A/S

AGREEMENT ON CONNECTION TO THE OCH SYSTEM

The Agreement concluded between OCH A/S and PASSIVE CUSTOMER on delivery of services according to the Agreement on Connection to the OCH system shall be subject to the terms stated below, irrespective of whether any services provided are performed by OCH Servicedesk on behalf of OCH A/S.

1. Conditions for Agreement on Connection to the OCH system:

It is a condition that PASSIVE CUSTOMER will have a separate fee for SOAP gateway to the OCH system, see pricelist.

2. Contractual relationship:

The present Connection Agreement, together with the Annexes referred to in the Agreement, shall constitute the complete contractual relationship for PASSIVE CUSTOMER's purchase of services from OCH A/S.

3. Definitions:

Flow Holder: This means the OCH customer who sends an NP Create, see the definition in Annex 3.

Physical manning period: This means the period during the 24 hours in which OCH A/S Servicedesk is physically manned. The manning period is described in section 8.

Help Desk support: This means the support specified in Annex 4.

OCH online system: A more detailed description of the online system and its functions is given in Annex 3.

OCH price list: This means the price list issued by OCH A/S and which may be varied in accordance with the terms of section 6. The price list is shown as Annex 1 to this Agreement.

OCH system: This means the system described in Annex 2.

Response time: This means the time passing from PASSIVE CUSTOMER's request until fault repair is started.

Service windows: This means the periods during which the OCH system is not in operation owing to planned system work. Service windows are described in section 8.

End-user: This means the customers that have made an agreement with a service provider regarding electronic communications services.

TI agreements: This means the industry agreements in force from time to time regarding number portability as adopted by the Telecommunication Industries Association in Denmark (TI).

TI procedures: This means the technical and administrative procedures in force from time to time as adopted by the Telecommunication Industries Association in Denmark (TI).

Connection Agreement: This means the Connection Agreement signed between OCH A/S and PASSIVE CUSTOMER with associated annexes.

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4. Terms of delivery:

PASSIVE CUSTOMER shall comply with OCH 's terms for connection to the OCH system as in force from time to time. It shall be considered a breach of the Connection Agreement if PASSIVE CUSTOMER is in breach of its contractual relationship with OCH.

In case the collaboration between OCH A/S and PASSIVE CUSTOMER shall be under an obligation to enter into a connection agreement with the facility management operator that OCH A/S might choose in future. Subject to a notice of three months, OCH A/S shall notify PASSIVE CUSTOMER of any replacement of OCH servicedesk as facility management operator and advise the name of the new facility management operator.

In case PASSIVE CUSTOMER does not enter into a connection agreement with a possible new facility management operator, the present Agreement shall cease without further notice, with effect from the date on which the facility management agreement between OCH A/S and OCH servicedesk is terminated.

PASSIVE CUSTOMER will be able to arrange a separate test of the connection to the OCH system. Such tests will be invoiced according to the time spent, cf. the price list in Annex 1.

5. OCH A/S' services:

Services delivered by OCH A/S under the present Agreement are specified in documents adopted by the Telecommunication Industries Association in Denmark (TI).

OCH A/S shall deliver the services necessary to enable providers of telecommunications networks and telecommunications services to offer their customers statutory facilities for number portability. The OCH system is designed in conformity with the technical and administrative procedures adopted by the Telecommunication Industries Association in Denmark (TI procedures).

At the time of signing this Agreement, these procedures comprise the following documents:

- Rules and Procedures for Number Portability

- Requirements/Transactions for Number Portability

However, this is subject to the proviso that the OCH system has not necessarily implemented the most recently adopted procedures.

PASSIVE CUSTOMER is not obliged to comply with the rules referred to above. PASSIVE CUSTOMER is hereby notified that data in the OCH system is based on the content of the above-mentioned documents.

6. Prices:

All services under the present Agreement shall be delivered at the prices given in the OCH price list. The price list effective at the date of signing the present Agreement is appended as Annex 1.

Subject to a written notice of three months, OCH A/S shall be entitled to vary the prices in relation to PASSIVE CUSTOMER without PASSIVE CUSTOMER being entitled to terminate the Agreement, see also section 15.

7. Payment:

PASSIVE CUSTOMER shall arrange for payments to be made at the place of payment specified by OCH A/S from time to time. Subject to a written notice of one month, OCH A/S shall be entitled to change the specified place of payment.

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All services from OCH A/S will be invoiced monthly in arrears, the time allowed for payment being the date of invoice + 30 days. However, the monthly charge will be invoiced in advance.

In case of late payment, OCH A/S shall be entitled to charge PASSIVE CUSTOMER a fee according to the OCH price list, see Annex 1. In case of late payment, interest will also be charged on the outstanding amount at a rate of 1.5% per month or fraction thereof.

OCH A/S shall be entitled to demand that PASSIVE CUSTOMER provide proper security for PASSIVE CUSTOMER's current usage of services bought from OCH A/S. The requirement for security to be provided may be made by OCH A/S both when the Agreement is concluded and at a later date.

8. Operational aspects:

OCH A/S shall provide 24 hour Help Desk support from ServiceCenter to PASSIVE CUSTOMER regarding the OCH system.

PASSIVE CUSTOMER's usage of Help Desk support from ServiceCenter will be invoiced by OCH A/S according to the current OCH price list, see Annex 1.

The OCH system and the underlying production environment are designed to be available 24 hours a day, all days of the year, with the exception of planned service windows. However, OCH A/S does not provide any guarantee for such availability.

Service windows are basically planned outside normal working hours during the period from 18.00 to 08.00 hours. Extraordinary interruptions - e.g. in case of system re-engineering - will be advised at a notice of 14 days.

In connection with the transition from/to summer time, there may be interruptions of a duration up to two hours.

OCH A/S response times are specified in Annex 4. OCH A/S does not provide any guarantee as to when observed faults have been repaired.

As facility management operator for OCH A/S, Servicedesk physical manning period in Servicedesk is all weekdays (Monday-Friday) 08.00-16.00 hours. In addition to this time schedule, a special on-call service is provided. Invoicing for the above services shall be made in accordance with the OCH price list, see Annex 1.

PASSIVE CUSTOMER shall not be entitled to perform batch runs, which shall mean collection of major transaction volumes in one run, without prior agreement with ServiceCenter.

9. Duty to give information:

PASSIVE CUSTOMER shall notify OCH A/S as soon as possible of any faults or delays that PASSIVE CUSTOMER finds in the OCH system.

PASSIVE CUSTOMER shall inform OCH A/S without undue delay of any unplanned operating disturbance to the PASSIVE CUSTOMER's own systems.

PASSIVE CUSTOMER shall keep OCH informed on a current basis of the correct name and address of PASSIVE CUSTOMER's business. Furthermore, PASSIVE CUSTOMER shall inform OCH A/S on a current basis of the contact person for contractual relations between PASSIVE CUSTOMER and OCH A/S.

10. Limitation of liability:

OCH A/S does not assume any guarantee or liability for operating the OCH system and can in no circumstances be held liable for PASSIVE CUSTOMER's direct or indirect loss as a result of any inability of the OCH system to work.
Any guarantees given by PASSIVE CUSTOMER to its customers shall be no concern of OCH A/S.

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11. Amendment of contract terms:

Amendments of the present contract terms shall only be valid if agreed in writing between the parties.

OCH A/S shall be entitled to demand that the contract terms be amended if such amendments are required by the authorities. PASSIVE CUSTOMER undertakes to sign new contract terms in case amendments are required by the authorities.

Subject to a notice of three months, OCH A/S shall also be entitled to amend the contract terms without PASSIVE CUSTOMER being entitled to terminate the Agreement, see also section 15.

12. Ownership of OCH data:

The intellectual property right in respect of all OCH data shall be held by OCH A/S, and PASSIVE CUSTOMER shall not be entitled to use OCH data contrary to this property right.

13. Confidentiality:

All information received by PASSIVE CUSTOMER regarding the functionality of the OCH system shall be treated confidentially and shall not be passed on to other parties except with the prior written consent of OCH A/S. Moreover, all information received by OCH A/S regarding PASSIVE CUSTOMER and the market situation of PASSIVE CUSTOMER shall be treated confidentially and shall not be passed on to other parties except with the prior written consent of PASSIVE CUSTOMER.

14. Terms for resale:

Services bought from OCH A/S shall not be passed on, sold or used in any other way in relation to third parties except with the prior written permission of OCH A/S.

It shall be considered a material breach of the present Agreement if this obligation is disregarded by PASSIVE CUSTOMER.

OCH A/S shall be entitled to demand special payment for PASSIVE CUSTOMER's use of OCH services in relation to third parties.

15. Termination of the Agreement:

The present Agreement shall continue until terminated by one of the parties at a written notice of three months with effect from the end of a month. However, the Agreement shall cease without notice in case of material failure by one of the parties to perform its obligations, including failure to pay amounts due.

In case OCH A/S has made use of its right to give notice of variations in prices and terms that are to the disadvantage of PASSIVE CUSTOMER, cf. sections 6 and 11, PASSIVE CUSTOMER shall have the option, within 14 days after having been informed of such notice, to terminate the Agreement with effect from the date on which such price notice becomes effective.

In case OCH A/S has not received PASSIVE CUSTOMER's written notice of termination before expiry of the 14-day time limit referred to above, this special termination option shall no longer apply in relation to PASSIVE CUSTOMER.

16. Assignment of the Agreement:

PASSIVE CUSTOMER shall not be entitled to assign its rights or obligations under the present Agreement to a third party except with the prior written consent of OCH A/S.

OCH A/S shall be entitled to charge a special administration fee, cf. the OCH price list in Annex 1, for arranging such assignment of the Agreement to a third party.

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OCH A/S shall be entitled to assign its rights and obligations to a third party, including the facility management operator chosen from time to time.

17. Settlement of disputes:

Any dispute arising about the content of the present Agreement shall be settled under Danish law.

In case the dispute cannot be solved by negotiation between the parties, either party shall be entitled to submit the dispute to arbitration at an arbitration tribunal appointed by the Danish Institute of Arbitration in accordance with "Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)".

ANNEX 1:

OCH PRICE LIST EFFECTIVE 01 January 2015:

Connection types:
Passive connection: DKK   15.000,-   per connection established

Monthly charge (including connection to the OCH online system):
Per passively connected customer: DKK   3.000,-   per month
SOAP connection: DKK   2.900,-   per month

Routing database dump
When PASSIVE CUSTOMER is connected to OCH, OCH will arrange for the OCH database to be placed in PASSIVE CUSTOMER's tray free of charge.
On application to ServiceCenter, PASSIVE CUSTOMER may arrange for additional dumps to be placed in PASSIVE CUSTOMER's tray, from where these dumps can be collected by PASSIVE CUSTOMER.
For this service, PASSIVE CUSTOMER will be invoiced according to the time consumed, at the hourly rates given below, with a fixed addition of:

- dump of active porting data   DKK   1.500,-   per dump
- dump of historic porting data   DKK   1.500,-   per dump
- dump of all porting data   DKK   3.000,-   per dump

ServiceCenter / Help Desk support:
(Invoicing is per period of 15 minutes or fraction thereof)
Hourly payment (weekdays 08.00-16.00 hours):   DKK   995,-   per hour
Special on-call arrangement: DKK   1.990,-   per hour

Database lookups:
Database lookups using OCH online is free of charge
For up to 50.000 lookups per month. For more than
50.000 lookups the price is: DKK   1,-   per 100 lookups

Administration fees:
For assignment of Agreement to a third party: DKK   5.000,-   per occasion

Late payment:
Reminder fee: DKK   150,-   per reminder
Interest charged at a rate of 1.5% per month or fraction thereof.

Reactivation fee:
If a Passive customers mailaccess is closed due to late payment a
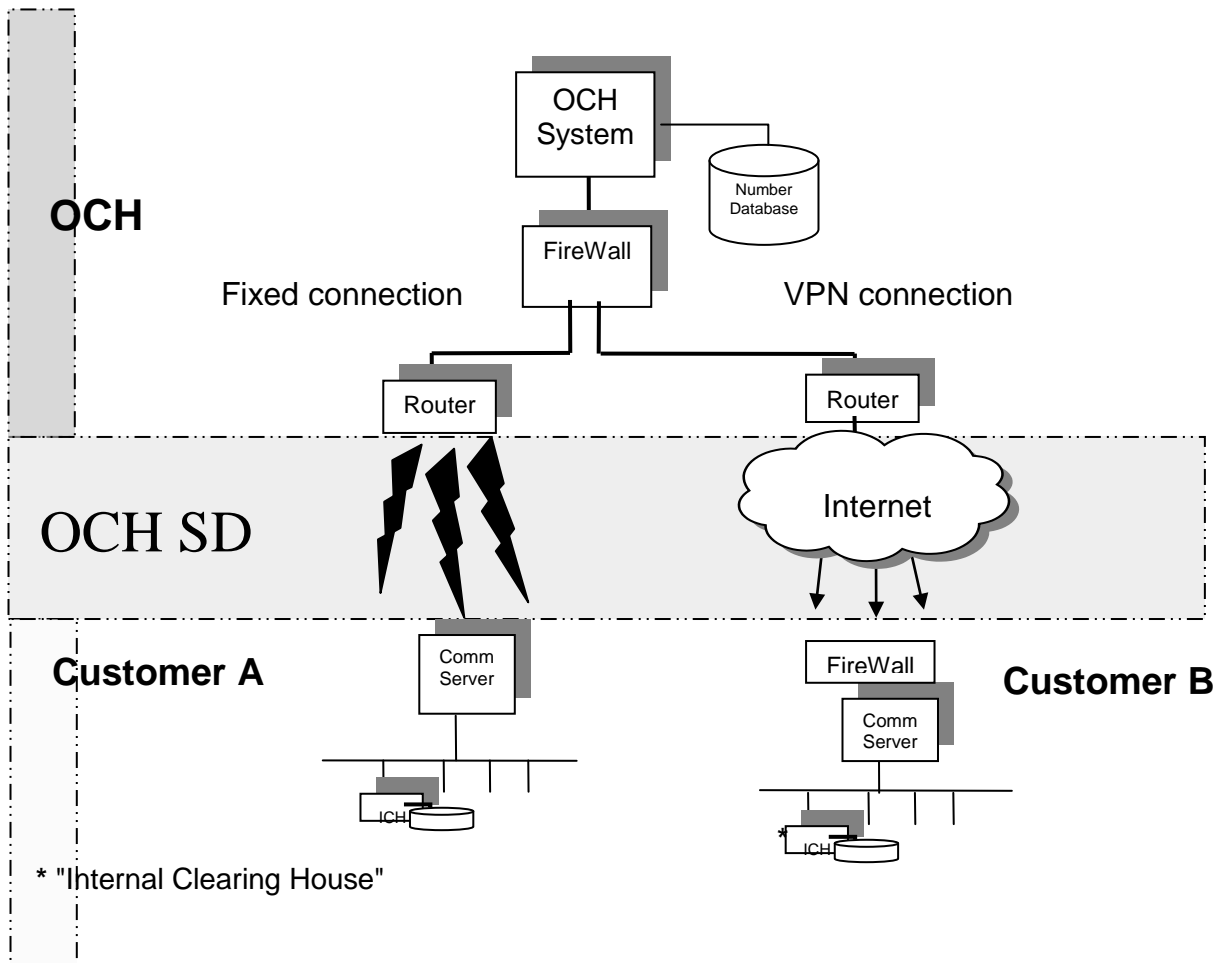 reactivation fee will be charged if the customer wants to be
reactivated   DKK.   3.000,-   per occasion

OCH A/S shall not be responsible for any misprints, and the prices listed are subject to alteration.

All prices are exclusive of VAT.

ANNEX 2:

THE OCH SYSTEM

In addition to the transaction server itself, with the associated in/out trays per operator, the OCH system also consists of a number of auxiliary systems:
- ❖ Management
- ❖ Statistics
- ❖ Store and forward

These systems are used for fault handling and processing of invoicing data.
Customers are connected via OCH's SOAP client program, which is installed on the CommServer (PASSIVE CUSTOMER's communications server). The client program is compiled to a number of standard platforms, and on OCH A/S' website customers can always see what platforms are being supported.

SOAP is OCH's standard concept for connecting to the system. If PASSIVE CUSTOMER already has a physical connection to OCH, it might also be possible to use this for connecting to the OCH system.

ANNEX 3:

General functionality of the OCH Online System

Functionality
OCH online is a lookup database where it is possible to follow all portings in OCH and the location of the end-user number at network and/or service operators. This tool is designed to allow an individual staff member at PASSIVE CUSTOMER to follow a number porting flow or enquire about the current status of one or more telephone numbers.

Access
To enable lookup in OCH online, a user ID and password are required. These are to be handled separately by PASSIVE CUSTOMER.
One or two administrators shall be appointed to handle the ordering of passwords. All new passwords shall be ordered in writing from Helpdesk at OCH, and PASSIVE CUSTOMER shall define the user ID and password itself.
The administrators shall always be responsible for ensuring that the user ID is not used improperly and that outdated passwords are cancelled.

Forced closure of flows
Forced closure of flows via OCH online is possible, and this may only be done by the Flow Holder, i.e. the operator that sent NP Create. Forced closure can only be done when the Point of No Return has been passed, i.e. when the Flow Holder has sent an NP Completion, and OCH has sent the NP Update.
Forced closure can be undertaken by ordinary users and administrators at the Flow Holder.

However, OCH's Helpdesk is always able to undertake forced closure of a flow at an arbitrary stage of the flow, but the name of the person making the request must be registered. Such forced closure will most often imply clean-up of both the Donor's and Recipient's own systems.

Ordering of dumps and reports
The administrator at the individual PASSIVE CUSTOMER is able to order dumps via OCH online and will be invoiced at the rates shown in the current Price List in Annex 1.
Both the administrator and ordinary OCH online users can order reports via OCH online.

Limitations
OCH online is not designed to handle lookups of the extent that may be generated by a computer setup. As a consequence, any attempt to connect a computer for automatic lookup will be considered as unauthorised use of OCH online and as a breach of the Agreement.

ANNEX 4:

Fault handling and technical/administrative support

ServiceCenter will provide Help Desk Support at three levels, referred to as level 1, level 2 and level 3 support.

All requests should be addressed to ServiceCenter, which may be contacted 24 hours a day, all days of the year. ServiceCenter is physically manned all weekdays 08.00 to 16.00 hours. During other periods, a special on-call arrangement is available.

ServiceCenter will register all requests for technical/administrative assistance and reports about problems, and will subsequently deal with the problem report irrespective of the way in which the request was made.

Requests may be made for example by:

- ❖ Telephone
- ❖ Fax
- ❖ E-mail
- ❖ Letter
- ❖ Automatically or manually via the system log

For using ServiceCenter, a charge will be made according to the terms in Annex 1.

For the purpose of further processing, ServiceCenter will record all relevant information.

The following details must be registered:

- ❖ A heading describing the content of the report.
- ❖ The customer represented by the person in question, in a form and to an extent allowing the PASSIVE CUSTOMER number to be retrieved.
- ❖ Who has made the request.

For reports of the category "problem", the following must also be registered:

- ❖ Contact person, who need not necessarily be identical with the person making the request, and any backup person.
- ❖ Telephone number/fax number/e-mail address of the person making the request, or who has been contacted regarding the problem.
- ❖ Time at which the event occurred.
- ❖ A meaningful description, error messages, symptoms etc. of the problem.
- ❖ Indication showing what transaction the report is about.

ServiceCenter will undertake an initial analysis of the problem straight away, determining its importance to PASSIVE CUSTOMER. Furthermore, it is assessed whether the problem at hand affects other customers.

Before the problem is given a priority, and before processing and possible on-call measures are initiated, ServiceCenter will assess if the affected component is to be in operation at the time concerned (service window).

Factors that determine the priority/severity of a problem are:
- ❖ Impact on the grade of service
- ❖ Number of users affected
- ❖ How often the problem arises
- ❖ Possibility of bypassing

Fault priorities

Priority	Characteristics	Comments	Processing Level 1	Processing Level 2	Processing Level 3	Total processing time
			On the basis of the priorities, the following processing times have been determined:			
0	The system is down and activities cannot continue. A service is out of operation. Several customers are affected.	For all priority 0 problems, the Problem Management function MUST be contacted by telephone immediately. Problem solver to be contacted by telephone. Work to proceed without interruption until solution/bypass reached.	< 15 min.	< 1 hour	< 1 hour	**< 1 hour**
1	The system is running, but continued operation is difficult. A service is partly out of operation. A fault is repeated at short intervals.	For all priority 1 problems, the Problem Management function MUST be contacted by telephone immediately. Problem solver to be contacted by telephone.	1 x 24 hours	< 1 x 24 hours	< 1 x 24 hours	**< 1 x 24 hours**
2	Priority reduced from 0 or 1, a bypass having been found which allows continued operation at minor inconvenience. Serious problem with consequences for several users. Complaints to start at priority 2 as a minimum.		< 1 x 24 hours	< 2 x 24 hours	< 3 x 24 hours	**< 5 days**
3	Serious problem, but without consequences for other users.	Default, i.e. standard level for setting priorities.	< 2 x 24 hours	< 1 week	< 2 weeks	**< 1 month**
4	Minor, non-urgent problem	To be dealt with on an occasional basis.	< 2 x 24 hours	< 2 weeks	< 1 month	**< 2 months**
5	Problems that may await the next release. Problems that must not be forgotten, e.g. because further analysis may result in corrective action. Problems that have been solved and where PASSIVE CUSTOMER has been informed, but feedback etc. from PASSIVE CUSTOMER is outstanding.	No time limitation. May be dealt with as proposal for new release.	No limitation	No limitation	No limitation	**No limitation**