

**SCHEDULE 13 – GLOSSARY****1. INTERPRETATION**

- 1.1 A term or expression used in this Interconnection Agreement that starts with a capital letter and is defined in this Glossary, has the meaning given to it in this Glossary.
- 1.2 In this Interconnection Agreement, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
  - (b) words which are gender neutral or gender specific include each gender;
  - (c) other parts of speech and grammatical forms of a word or phrase defined in this Interconnection Agreement have a corresponding meaning;
  - (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
  - (e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
  - (f) a reference to a clause, party, Schedule, Annex or Attachment is a reference to a clause of this Interconnection Agreement, and a party, schedule, Annex or Attachment to, this Interconnection Agreement, and a reference to this Interconnection Agreement includes a Schedule, Annex or Attachment to this Interconnection Agreement;
  - (g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity OR
  - (h) a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
  - (i) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
  - (j) a reference to a party to a document includes that party's successors and permitted assigns;
  - (k) an agreement on the part of two or more persons binds them jointly and severally; and
  - (l) a reference to an agreement, other than this Interconnection Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- 1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- 1.4 Headings are for convenience only and do not affect the interpretation of this Interconnection Agreement.

- 1.5 This Interconnection Agreement may not be construed adversely to a Party because that Party prepared or drafted it.
- 1.6 The following definitions apply to words and phrases used in this Interconnection Agreement unless an alternative context is stated to apply:

## 2. DEFINITIONS

“**Act**” means Act No. XVII of 1996, entitled *An Act to provide for reorganization of telecommunications system*;

“**ACM**” means **Address Complete Message**;

“**Additional Services**” are Services as defined in **Schedule 1** of this Interconnection Agreement that are not currently being supplied to the Operator;

“**AIS**” means **Alarm Indication Signal**;

“**Ancillary Service**” means

- (a) a service which does not solely comprise the conveyance of Calls; or
- (b) a Call, except a Transfer Charge Call, where the Calling Party is not required to pay all of the charges associated with that Call; or
- (c) a Call where the Calling Party is charged at a rate which includes an element over and above the charge for conveyance of that Call;

“**Artificial Inflation of Traffic**” or “**AIT**” means a situation where the flow of Calls to any particular Service is as a result of any activity on or on behalf of the party operating that Service disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the network;

“**Authority**” means the Pakistan Telecommunication Authority (PTA) or its successor organizations in the administration of telecommunications policy, law and regulation in the Islamic Republic of Pakistan;

“**Authorized Overseas Network**” means electronic communications network outside the Republic of Pakistan in respect of which a Party conveys an International Call;

“**Billing and Settlement Procedures**” means the general billing and settlement procedures in respect of Charges as well as the procedures for the settlement of disputes;

“**Billing Dispute**” means the dispute of an invoice prepared by a Party to the other Party which is made in good faith;

“**Billing Dispute Escalation Procedure**” means the procedures outlined in **Schedule 12**;

“**Billing Dispute Notice**” means the written notification made by a Party to the other Party in relation to a Billing Dispute;

**“Billing Dispute Notification Period”** means the fourteen (14) Calendar Day period after the date of an invoice which is the subject of a Billing Dispute;

**“Billing Dispute Resolution Procedure”** means the process relating to the resolution of Billing Disputes set forth in **Schedule 12**;

**“Billing Information”** such information provided pursuant to **Schedule 12** by one Party to the other including, without limitation:

- (d) such information as is necessary to ascertain the charges payable by each Party under this Agreement; and
- (e) Interconnect Usage Reports, Operator Services Billing File information,

**“Billing Period”** means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

**“Billing System”** a system to collate Billing Information and prepare invoices relating to charges payable by each Party under this Agreement;

**“Building MDF”** means main distribution frame located in PTCL building;

**“Business Day”** means any day other than Sundays or the gazetted public holidays of the Republic of Pakistan;

**“Busy Hour Traffic Forecast”** means the forecast of the number of hours of call traffic during the busiest hour of operation;

**“Calendar Day”** means any day of a calendar year, including Saturdays, Sundays and gazetted public holidays of the Republic of Pakistan;

**“Call”** means a transmission path through telecommunication systems related to the delivery of a Message and any reference to the conveyance of a Call by a Party means the establishment by that Party of such a transmission path through that Party's Network and the conveyance by that Party over such transmission path;

**“Call Duration”** means at the terminating IGS, the time when the IAM is received to the time when the REL is sent or received, or at the originating IGS, the time when the IAM is sent to the time when the REL is sent or received;

**“Call Origination Service”** is a service provided by the Originating Operator in respect of Originating Interconnected Calls from a customer directly connected to that Originating Operator's Network to the relevant Point of Interconnection;

**“Call Origination, Termination and Transit”** means Call Operator Services, Call Terminator Services and Call Transit Services;

**“Call Termination Service”** is a service provided by the Operator in respect of Terminating Interconnected Calls from a relevant Point of Interconnection;

**“Call Transit Service”** is the service provided by the Operator in respect of Transit Interconnected Calls from the Originating Network to a Third Party Network;

“**Call Type**” means a type of call such as those set out in (for example, but not limited to) “ANNEX 3A-4 – LIST OF CALL TYPES FOR CALL ORIGINATION SERVICE”, “ANNEX 3B-4 – LIST OF CALL TYPES FOR CALL TERMINATION SERVICES” and such additional call types as may be introduced under procedures including, but not limited to, those set out in Schedule 3A-3 “CALL TYPES”, 3B-2 “CALL TYPES”, 3C-3 “CALL TYPES”;

“**Calling Line Identification**” or “**CLI**” means information identifying the number of the telephone line or apparatus on which a Call originates and which is transmitted between and within Networks;

“**Calling Party**” means a person who, or apparatus which, initiates a Call;

“**Calling Party Number Parameter**” means the part of the Initial Address Message that is sent as part of the basic call procedures according to ITU-T Recommendation Q.764;

“**Capacity**” means in relation to an Interconnect Link, 2 Mbps (or such other bit rates agreed in writing between the Licensee) ports for each Interconnect Link.

“**Carrier Pre-Selection Call**” shall have the meaning assigned to it in Schedule 10

“**CCS**” means Common Channel Signalling;

“**CDR**” means Call Detail Record;

“**Central Automatic Message Accounting**” or “**CAMA**” means an automatic message accounting system that serves more than one switch from a central location

“**CFB**” means Call Forwarding Busy;

“**CFNR**” means Call Forwarding on No Reply;

“**CFU**” means Call Forwarding Unconditional;

“**Channel Associated Signalling**” or “**CAS**” means signalling in which the signals necessary to switch a given circuit are transmitted via the circuit itself or via a signalling channel permanently associated with it;

“**Chargeable Call Duration**” the duration of a Chargeable Call measured to the nearest second (or such greater accuracy as the Parties may agree in writing); commencing with the receipt of an Answer Signal and ceasing with the receipt of a Release Signal at the point of recording by the Party recording the relevant Billing Information;

“**Charge Band Number Parameter**” shall have the meaning assigned to it in ITU-T Recommendation Q.763;

“**Charges**” refers to the charges payable by Operators for various services as listed in **Schedule 11**;

“**CLIP/CLIR**” means Calling Line Identification Presentation and Restrictions fields;

“**Co-Location**” means the location of Co-Location Equipment in Co-Location Sites under this Interconnection Agreement;

**“Co-Location Equipment”** means the equipment that is approved for Co-Location under this Interconnection Agreement;

**“Co-Location Exchange Building”** means a Co-Location Site;

**“Co-Location Request”** means a request for Co-Location made under this Interconnection Agreement;

**“Co-Location Request Form”** means the application form prescribed in Attachment G of **Schedule 9**;

**“Co-Location Site”** means any site at which Co-Location is permitted pursuant to **Schedules 9**;

**“Co-Location Space”** means space and such facilities as may be agreed to by the Parties to be provided by PTCL at the Co-Location Site for the installation and operation of Co-Located Equipment;

**“Confidential Information”** of a Licensee means all information in whatever form relating to know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Licensee (and any matter concerned with or arising out of this Interconnection Agreement) and clearly designated as confidential at the time of disclosure or is by its nature confidential but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this Interconnection Agreement);
- (b) information rightfully received by the other Licensee from a third person without a duty of confidentiality being owed by that other Licensee to that Third Party, except where that other Licensee has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Licensee;
- (c) information which has been independently developed by the other Licensee; or
- (d) information which is in the possession of, or is known to, the other Licensee prior to the date of this Interconnection Agreement, to the extent that the other Licensee is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Licensee;

**“Consequential Loss”** includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;
- (e) loss of value of any equipment, including software;

- (f) claims of third parties; and
- (g) costs and expenses associated with or incidental to any of the above;

**“Co-ordination Committee”** means a committee made up of representatives of PTCL and the Operator for the purpose of resolving Disputes;

**“CPE”** means Customer Premises Equipment;

**“Customer”** for the purposes of this Interconnection Agreement, means, a person;

- (a) having a contract with either or both Parties for the provision of telecommunication services by means of that Party's System; or
- (b) user of telecommunication apparatus directly connected to the PTCL Network or the Operator Network; or
- (c) having a contract with a reseller of telecommunication services to be provided by means of either the PTCL Network or the Operator Network or a user of telecommunication apparatus authorised by that person;

**“CTU”** means Circuit Termination Unit;

**“DDF”** means Digital Distribution Frame;

**“Decommissioning”** means:

- (a) the closure, replacement or relocation of an Interconnect Gateway Switch (IGS) in respect of which an Interconnect Link is connected;
- (b) closure, replacement or relocation of an Interconnect Link; and/or
- (c) closure of a Point of Interconnection.

**“Disclosing Party”** means a Party making a disclosure of Confidential Information in the context of this Interconnection Agreement;

**“Dispute Resolution”** or **“Dispute Resolution Procedure”** refers to the procedures outlined in Section 27 of this Interconnection Agreement;

**“Domestic”** means any location within the borders of the Republic of Pakistan;

**“Due Date”** a date being 14 Calendar days after the date of an invoice, or if such 14<sup>th</sup> calendar day falls on a date other than a Business Day, the date of the previous Business Day;

**“Dummy CLI”** means a list of non-subscriber CLI to be notified by each Party to the other Party used in the resolution of service issues in accordance with of this Interconnection Agreement;

**“E1”** means a unit of 2Mbps of Capacity;

**“Effective Date”** means the date on which this Interconnection Agreement is approved by the Authority;

“**Emergency Call**” means a Call to an xyz number of Emergency Service Organisations;

“**Emergency Event**” means an event which causes or is likely to cause significant damage to the Network of a Party or which endangers or is likely to endanger the health or safety of any person;

“**Emergency Organisation**” means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;

“**Exchange**” means a Co-Location Site;

“**FCI**” means Forward Call Indicator;

“**Foreign Half Circuit**” means the half IPLC from international gateway in a foreign country to the theoretical midpoint of the same IPLC, which will be provided by PTCL or any other Third Parties;

“**Foreign Operator**” means the Parties apart from PTCL which provides Foreign Half Circuits.

“**Gateway Exchange**” means Interconnect Gateway Switch;

“**Gateway Switch Network**” means a network of Interconnect Gateway Switches, including the switching, transmission and network management equipment connected to them, owned either by PTCL or by Operator;

“**Generic C7 Signalling Interface Specification**” PTCL's Generic C7 Signalling Interface Specification, as amended or substituted from time to time with the Parties' agreement;

“**Generic Electrical and Physical Interface Specification**” PTCL's Generic Electrical and Physical Interface Specification, as amended or substituted from time to time with the Parties' agreement;

“**Generic Number**” shall have the meaning assigned to it in ITU-T Recommendation Q.761-Q.764;

“**Generic SDH Interface Specification**” PTCL's Generic Synchronous Digital Hierarchy Interface Specification, as amended or substituted from time to time with the Parties' agreement;

“**Generic Transmission Interface Specification**” PTCL's Generic Transmission Interface Specification, as amended or substituted from time to time with the Parties' agreement;

“**Glossary**” means this **Schedule 13**;

“**Government Agency**” means any department or statutory board operated by or accountable to a ministry or organ of state within the Republic of Pakistan;

“**GSM**” means Global System for Mobile Communications;

“**GST**” means General Sales Tax imposed under the *Taxation Act*, of Pakistan;

“**IAM**” means Initial Address Message;

“**IDENT**” means (**Schedule 2**);

“**IDF**” means Intermediate Distribution Frame;

**“IGE”** means (Schedule 2, Page 12, under “partial failure”) “International Gateway Exchange [Note to PTCL: to confirm please];

**“Indefeasible Rights of Use”** or **“IRU”** means the long-term lease of a portion of the capacity of telecommunications;

**“Individualized Interconnect Agreement”** means an interconnection agreement between the Operator and PTCL on terms and conditions, distinct from those set forth in this Interconnection Agreement;

**“Integrated Services Digital Network”** or **“ISDN”** means a set of communications standards allowing a single wire or optical fibre to carry voice, digital networks services and video;

**“Intellectual Property”** any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application thereof;

**“Interconnection”** means the interconnection, whether direct or indirect (as the case may be) of the PTCL Network and the Operator Network;

**“Interconnection Agreement”** this agreement, the Operator Price List (as relevant), the Annexes, Schedules, Appendices, Attachments and Specifications;

**“Interconnection Chargeable Call”** a Call for which a Charge is made pursuant to this Agreement;

**“Interconnection Guidelines”** means the interconnection guidelines published by the Authority, as amended from time to time;

**“International Call”** a Call which:

- (a) originated on an Authorised Overseas System and is handed over to the PTCL Network, and is then handed over by the PTCL Network to the Operator Network for Call Termination completion; or
- (b) is handed over by the Operator to the PTCL Network destined for an Authorised Overseas System; or
- (c) is handed over by an Authorised Overseas System to the Operator Network, and is then handed over by the Operator Network to the PTCL Network for Call completion, or
- (d) is handed over by the PTCL Network to the Operator Network destined for an Authorised Overseas System;

**“Interconnect Capacity”** means the amount of 2Mbps E1 links necessary for interconnection between an Operator to a PTCL IGS as specified in this Interconnection Agreement.

**“Interconnect Gateway Switch”** or **“IGS”** means:

- (a) in relation to PTCL, any transit, tandem or local exchange where Interconnection is established between the PTCL Network and the Operator Network ;



- (b) in relation to the Operator, any Operator Switch, designated by the relevant Licensee or directed by the Authority as being available for interconnection and from which Messages are handed over from Network to Network via an Interconnect Link;

**“Interconnect Link”** means the optical fibre cable or Digital Radio System and the associated transmission equipment connecting PTCL's and the Operator's Interconnect Gateway Switches for the purpose of exchanging Interconnected Calls between PTCL's Network and the Operator's Network;

**“Interconnected Calls”** means Originating Interconnected Calls, Terminating Interconnected Calls, and Transit Interconnected Calls.

**“International Correspondent”** means a licensee of another country with whom PTCL or the Operator exchanges international traffic;

**“International Private Leased Circuit”** or **“IPLC”** means a International Private Leased Circuit comprising the Pakistan full or half-circuit, which covers only the international segment up to PTCL's Network Operations Centre (NOC) and does not include any extension into Pakistan's domestic network;

**“ISC”** means International Switching Centre;

**“ISUP”** means ISDN User Part;

**“Jumper Wires”** means the copper wires installed at the MDF to cross-connect two termination points;

**“LDI”** means a Long Distance and International Telecommunications Services Operator;

**“License”** means a telecommunication services license issued by the Authority;

**“LL”** means Locate Loop Operator;

**“Local Leased Circuit”** means PTCL's dedicated 2Mbps transmission service;

**“Local Loop”** means the loop from MDF to Distribution Point;

**“Loss”** means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

**“LR”** means Loudness Ratings;

**“MDF”** means Main Distribution Frame;

**“Mobile Operators”** means operators licensed to provide public mobile telecommunications services;

**“MSI”** means Major Service Interruption;

**“MTP”** means Messages Transfer Part of signalling system number 7.

“**MTP Pause**” means the MTP-PAUSE primitive is sent by the Message Transfer Part to indicate its inability to transfer messages to the destination specified as a parameter;

“**National Numbering Plan**” means the Numbering Plan approved by the Authority;

“**National Significant Number**” shall have the meaning assigned to it in ITU-T Recommendations Q.761-Q.764;

“**Network**” means a telecommunication system of a Party which is used or intended to be used for telecommunications;

“**Network Alteration**” a change (other than a Data Management Amendment) to a Party’s Network, which requires a change to be made to the other Party’s Network to allow the continuance of the conveyance of Calls across a Point of Interconnection pursuant to this Agreement;

“**Network Capacity**” means the equipment required to be installed in the Supplier’s Network for use in the provision of a Service, but does not include Interconnect Capacity;

“**Network Conditioning**” means the conditioning, equipping and installation of equipment in the PTCL Network to enable the provisioning of a Service under this Interconnection Agreement;

“**New Services**” means new services as described in **Schedule 1** hereto;

“**NMC**” means PTCL Network Management Centre;

“**NTP**” means Network Terminating Point;

“**Off Peak**” means the period of time between 1800 hours and 0800 hours, Monday to Saturday and Sunday inclusive, and gazetted public holidays;

“**Off-Peak Hour Rate**” means the charge for services during a Off-Peak Hour;

“**Operator**” means an LL or LDI that uses switching or routing equipment to provide telecommunication services to the public and that submits a written application to acquire Services under this Interconnection Agreement;

“**Operator Network**” means a Network owned or operated by the Operator;

“**Operator Price List**” means the Operator’s published price list of charges, for Operator Services;

“**Operator Services**” means the services provided by the Operator to PTCL under the terms of this Interconnection Agreement in the manner described in this Interconnection Agreement;

“**Ordering and Provisioning Procedures**” means the various procedures for the ordering and provisioning of Services in the relevant Schedules;

“**Origination, Termination and Transit**” or “**OT & T**” means Call, Origination Services, Call Termination Services and Call Transit Services;

“**Pakistan**” means the Islamic Republic of Pakistan;

“**Pakistan Ruppee**” and “**Rs**” mean the currency of Pakistan;

“**Pakistan Telecommunication Company Limited**” or “**PTCL**” means the successor to the Pakistan Telecommunications Corporation, granted a license to offer telecommunications services by the Authority on April 15, 1997;

“**Parties**” means the Operator and PTCL;

“**Party**” means the Operator or the PTCL, as the case may be;

“**Peak Hour**” means the time between 0800 hours and 1800 hours, Monday to Saturday inclusive, but not including gazetted public holidays;

“**Peak Hour Rate**” means the Charge applicable for the Services during the Peak Hours;

“**Physical Interconnection**” has the meaning ascribed to it in **Schedule 2** of this Interconnection Agreement;

“**POI**” means Point of Interconnection;

“**Point of Interconnection**” a physical point where the PTCL Network and the Operator Network are connected for Calls to be handed over from one System to the other;

“**POP**” means a Point of Presence;

“**POTS**” means “Plain Old Telephone Service”;

“**PRS**” or “**Premium Rate Service**” an entertainment or information service:

- (a) which is accessed by means of a Call and consists of, or includes the sending of, speech, music, other sounds or signals to the Calling Party;
- (b) for which payment is made by means of Call charges; and
- (c) which is agreed by the Parties as a Premium Rate Service;

“**PSTN**” means the Public Switched Telecommunications Network;

“**PTCL**” means the Pakistan Telecommunications Company Limited;

“**PTCL Licence**” the licence granted to PTCL pursuant to the Act under which PTCL runs the PTCL Network;

“**PTCL Network**” means the Network owned or operated by PTCL;

“**PTCL Services**” means the services provided by PTCL to the Operator under the terms of this Interconnection Agreement in the manner described in this Interconnection Agreement;

“**Ready for Service Date**” the date on which testing of Capacity at a Switch Interconnection is satisfactorily completed and such Capacity is ready for service (in accordance with this Agreement);

“**Ready for Service**” or “**RFS**” means the date that PTCL completes the installation of the Services as notified to the Operator in accordance with the relevant Schedules;

“**Receiving Party**” means a Party receiving Confidential Information from the Disclosing Party;

“**Reference Interconnect Offer**” or “**RIO**” means the Reference Interconnect Offer submitted to the Authority by PTCL including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

“**RES**” means Resume Message;

“**RLR**” means Receive Loudness Rating;

“**SDH**” means synchronous digital hierarchy;

“**Services**” means the PTCL Services and the Operator Services;

“**Signalling Links**” means a digital path between two signalling points/nodes;

“**Signalling Point Code**” means a unique identification assigned to the exchange used for the routing of Messages as described in ITU-T Q.704;

“**Site Preparation Works**” means any work undertaken by PTCL to permit Co-location;

“**Standard Operating Procedures**” or “**SOP**” means the published standard operating procedures at PTCL;

“**STMR**” means Side tone Masking Rating;

“**Sub Loop**” means part of a Local Loop;

“**Submarine Cable Landing Station/Frontier Station**” has the meaning ascribed to it in **Schedule 9** of this Interconnection Agreement;

“**Subscriber Loop Tie Cable**” or “**Subscriber Tie Cable**” means a tie cable that connects Co-Located Equipment;

“**Supplier**” the Party providing Capacity to the other Party;

“**SUS**” means **Suspend Message**;

“**Switch**” means the telecommunication apparatus which performs the function of switching and routing of Calls;

“**Telecommunications**” shall have the meaning ascribed to it in the Act;

“**Termination Charge**” means the charge applicable for the provision of the Call Termination Service as described in **Schedule 3**;

“**Third Party**” means any person or entity other than PTCL or the Operator;

“**Third Party Interconnect**” means interconnect using a Third Party Interconnect Link;

“**Third Party Network**” means the Network owned or operated by a Licensee other than PTCL or the Operator;

“**Third Party Network Operator**” means a Licensee that owns or operates a telecommunications Network in Pakistan other than PTCL or the Operator;

“**Tie Cable**” means the cable used to connect the Operator's equipment to PTCL's distribution frame or patch panel;

“**Tie Termination Block**” means the equipment at the licensed Distribution Frame Mounting where the Subscriber Tie Cable terminates;

“**Tie Termination Pair**” means a single pair on the Tie Termination Block;

“**TOF**” means Trunk Offer Message;

“**Tower Access Lease**” means a lease granted for lease of Tower;

“**Tower Access Lease Request**” means a written application submitted by an Operator to PTCL in the manner and form specified in Attachment G of **Schedule 4**;

“**Tower Equipment**” has the same meaning given to that term in **Schedule 4**;

“**Transmission Tie-Cable**” means a screen cable that carries a 2Mbps service;

“**Trunk Group**” means a group of circuits between the Parties' IGSs;

“**TSO**” means time slot zero;

“**TUP**” means National Telephone User Part;

“**Virtual Interconnection**” has the meaning ascribed to it in **Schedule 2** of this Interconnection Agreement.