

SCHEDULE 15

Kingston PremiumCall Rate Service Calls

1. Definitions

1.1 In this Schedule 15, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Schedule 15. Words and expressions have the meaning given in Clause 1, except as shown below:

"Calling Centre " any location, whether or not authorised, where Calls may be made;

"ICSTIS" the Independent Committee for the Supervision of Standards of Telephone Information Services.

2. Description of Service

2.1 KCH shall take all reasonable steps to ensure that a person applying to be a KCH PRS Service Provider is adequately vetted prior to being accepted to minimise the risk of PRS Fraud and to ensure compliance with any requirements of ICSTIS.

2.2 KCH shall take all reasonable steps to ensure that a person applying to be a KCH PRS Service Provider will offer a PRS in good faith.

2.3 The parties shall take reasonable endeavours to agree adequate safeguards to prevent and detect PRS Fraud and shall record such agreement in a separate document known as the "AIT Manual". If a party reasonably considers that such safeguards are not adequate then either party may apply for a review of this Schedule pursuant to Clause 16.1.(c) of the main body of this Agreement.

2.4 Subject to the provisions of this Schedule 15, KCH shall convey KCH PRS Calls handed over from the Operator System to the appropriate terminal apparatus nominated by the KCH PRS Service Provider or by KCH if the terminal apparatus is connected to the KCH System, or to the Operator System or a Third Party Operator's system if the terminal apparatus is connected to that System or Third Party Operator's system.

2.5 KCH shall have no obligation to convey KCH PRS Calls handed over from the Operator System intended for a KCH PRS Service Provider if KCH

has suspended service to that KCH PRS Service Provider or terminated his contract.

- 2.6 KCH PRS Calls shall be included in the Traffic Forecast in accordance with Annex 3.
- 2.7 The parties shall agree in advance all necessary technical requirements, including Call set-up and clear down sequences, for the conveyance of Calls pursuant to this Schedule 15.
- 2.8 KCH shall convey KCH PRS Calls handed over from the Operator System during those periods of time and at the same standard and quality of service as KCH conveys similar Calls.
- 2.9 Each party shall correct faults which occur in its System which affect the conveyance of KCH PRS Calls in accordance with such party's normal engineering practices. For the avoidance of doubt, neither party warrants that its System is, or will be, free from faults.
- 2.10 If there are abnormally high volumes of KCH PRS Calls that the KCH System cannot convey, the Operator may apply network management controls in the Operator System or KCH may apply network management controls in the KCH System.
- 2.11 Each party shall comply with the requirements specified from time to time in Appendices 15.1 and 15.2.
- 2.12 International Calls are not conveyed pursuant to this Schedule 15.

3. Routing

- 3.1 The conveyance of KCH PRS Calls shall be in accordance with the routing principles specified in Annex 3.
- 3.2 KCH PRS Calls handed over to KCH by the Operator shall be handed over at a KCH Switch Connection located at a KCH Exchange which is as near as reasonably practicable to the geographical location from which the Call was initially made or as otherwise may be agreed in writing by the parties.

4. Charging

- 4.1 Subject to the provisions of this Schedule 15, for the conveyance of each KCH PRS Call by KCH, the Operator shall pay KCH a charge calculated

in accordance with the rate for such a Call specified from time to time in the Kingston Interconnection Price List.

5. Commencement

5.1 KCH shall convey KCH PRS Calls handed over from the Operator System commencing on a date to be agreed in writing by the parties.

APPENDIX 15.1

PRS Fraud Prevention, Detection and Adjustment

1. Network Development

- 1.1 If KCH undertakes technical development in relation to KCH PRS Calls, KCH shall reasonably enhance the facilities for the prevention and detection of PRS Fraud.

2. Operational Liaison

- 2.1 The parties shall by monitoring KCH PRS Calls take all reasonable steps to prevent and detect PRS Fraud using, without limitation, the criteria specified in Appendix 15.2.

3. KCH Detection and Notification

- 3.1 If KCH suspects PRS Fraud taking into account the criteria specified in Appendix 15.2 it shall immediately pass to the Operator, for each Calling Centre identified, the following information:
 - 3.1.1 the identity of the Calling Centre;
 - 3.1.2 the estimated total duration of the relevant KCH PRS Calls;
 - 3.1.3 the dates when the relevant KCH PRS Calls were made;
 - 3.1.4 the telephone number or numbers of the relevant KCH PRS Service Provider;
 - 3.1.5 the identity of the relevant KCH PRS Service Provider;
 - 3.1.6 such other information as KCH considers relevant;
 - 3.1.7 such other information reasonably requested by the Operator.

4. Operator Detection and Notification

- 4.1 If the Operator suspects PRS Fraud taking into account the criteria specified in Appendix 15.2 it shall immediately pass to KCH, for each Calling Centre identified, the following information:
 - 4.1.1 the identity of the Calling Centre;

- 4.1.2 the estimated total duration of the relevant KCH PRS Calls;
- 4.1.3 the dates when the relevant KCH PRS Calls were made;
- 4.1.4 the telephone number or numbers of the relevant KCH PRS Service Provider;
- 4.1.5 the identity of the relevant Operator Customer;
- 4.1.6 such other information as the Operator considers relevant;
- 4.1.7 such other information reasonably requested by KCH.

5. Restriction on Use of Information

- 5.1 Any information passed between the parties in accordance with paragraphs 3 and 4 shall only be used for the following purposes:
 - 5.1.1 to monitor, prevent or detect PRS Fraud;
 - 5.1.2 to assist the investigation of PRS Fraud and to undertake criminal prosecutions if PRS Fraud is established;
 - 5.1.3 to undertake civil proceedings to effect recovery of losses resulting from PRS Fraud.

6. Nominated Parties

- 6.1 Any information required to be passed between the parties in accordance with paragraphs 3 and 4 shall be collated by the nominated representative of one party and sent to the nominated representative of the other party in accordance with the AIT Manual.

7. Financial Adjustment

- 7.1 If a party has passed information to the other party in accordance with paragraphs 3 and 4, then for information so passed which relates to the current Billing Period and subject to the information having been passed to KCH within 2 weeks of the end of that Billing Period then the Operator may withhold payment for the identified KCH PRS Calls;
 - 7.1.1 for a period of not more than 6 months commencing with the date of the first bill following the end of the then current Billing Period; or

- 7.1.2 until the Operator receives payment from the Operator Customer whichever duration is less.
- 7.2 The Operator shall take all reasonable steps to recover any outstanding charges for KCH PRS Calls.
- 7.3 If after the period of 6 months specified in paragraph 7.1.1 the Operator has not received payment from the Operator Customer, KCH may:
- 7.3.1 unconditionally release the Operator from the obligation to pay; or
- 7.3.2 continue suspension of the Operator's obligation to pay; or
- 7.3.3 require the Operator to assign (at no cost) to KCH the indebtedness of the Operator Customer in consideration of KCH releasing the Operator from its obligation to pay such outstanding charges for such Operator Customer.
- 7.4 In the event of any dispute relating to the operation of this paragraph 7 either party may serve a notice on the other requiring any matters in dispute to be referred to arbitration in London by a single arbitrator appointed by agreement between the parties or in default of agreement upon the application of either party by the President for the time being of the Law Society of England in accordance with and subject to the Arbitration Act 1996.

APPENDIX 15.2

The following are indicators of PRS Fraud in relation to any KCH PRS Service Provider and Calling Party:

KCH PRS SERVICE PROVIDER

1. For each of the first 3 months after commencement of service the number of KCH PRS Calls delivered to any new KCH PRS Service Provider exceed by 25% (or such other percentage as the parties may agree in writing) or more the average number of KCH PRS Calls to similar Premium Rate Services ascertained after the first month and monthly thereafter.
2. After the first 3 months the number of KCH PRS Calls delivered to any KCH PRS Service Provider increases at a rate of 25% or more from one month to the next.
3. A high proportion of KCH PRS Calls delivered to any KCH PRS Service Provider originate at a small number of Calling Centres whether or not limited in geographical location.
4. The average duration of KCH PRS Calls delivered to any KCH PRS Service Provider differs significantly from that of KCH PRS Calls to similar Premium Rate Services or there are repeated Calls of similar duration.
5. KCH PRS Calls delivered to any KCH PRS Service Provider appear to originate without promotion of the Premium Rate Service.
6. A significant proportion of KCH PRS Calls delivered to any KCH PRS Service Provider originate at payphones or use payment systems other than a standard telephone bill

CALLING PARTIES

1. A small number of Calling Centres generate a high proportion of KCH PRS Calls for delivery to any KCH PRS Service Provider.
2. A small number of Calling Centres generate a high volume of KCH PRS Calls for delivery to any KCH PRS Service Provider.
3. A high proportion of KCH PRS Calls delivered to any KCH PRS Service Provider are generated at a small number of Calling Centres whether or not limited in geographical location.

4. The average duration of KCH PRS Calls delivered to any KCH PRS Service Provider differs significantly from that of KCH PRS Calls to similar Premium Rate Services or there are repeated Calls of similar duration.
5. KCH PRS Calls delivered to any KCH PRS Service Provider appear to originate without promotion of the Premium Rate Service.
6. A significant proportion of KCH PRS Calls delivered to any KCH PRS Service Provider originate at payphones or use payment systems other than a standard telephone bill.