No. 188

Director.

Director/Secretary.

[Execution by each Telecom ROC] [Execution by Service Operator] [Execution by Guarantor]

SCHEDULE A

ITEM 1-LIST OF THE TELECOM ROCs

Column 1

Name and registered office of Telecom ROC ITEM 2---NAME OF PRINCIPAL ROC Column 2 Definition

SCHEDULE B TERMS AND CONDITIONS OF INTERCONNECTION

1. INTERPRETATION

In this Agreement the following terms have the following meanings:

- 1.1 "Access Code" means any code (from the standard series of access codes established by TCNZ for alternative networks and STD toll by-pass) allocated to the Service Operator's Network by TCNZ in accordance with the provisions of Item 5 of Schedule C (and amended from time to time pursuant to the provisions of Clauses 8.2 and 8.4) which is used by the Service Operator's End Users to prefix Calls intended for delivery from a Telecom ROC's Network to the Service Operator's Network.
- 1.2 "Agreement" means this agreement entitled "Interconnection Agreement" as amended from time to time.
- 1.3 "All ROCs" shall be read as referring collectively to all companies listed in Item 1 of Schedule A.
- 1.4 "ANI Charge" means the charge calculated in accordance with Item 3 of Schedule K as amended from time to time.
- 1.5 "Call" means a signal or series of signals intended by the Service Operator's End User to be conveyed from a Telecom ROC's Network to the Service Operator's Network to a Telecom ROC's Network whether or not that signal or series of signals is so conveyed to effect actual communication between the Service Operator's End User and the intended recipient of the signal or signals; but does not include line signals including (without limitation) any seize and release signal or signals, or information signals including (without limitation) any number identification information.
- 1.6 "Call Charges" means the charges calculated in accordance with Item 2 of Schedule K as amended from time to time.
- 1.7 "Chargeable Call" means any Call:
 - 1.7.1 delivered or (in a case where no free Link in the Service Operator's Network is available) offered to be delivered from a Telecom ROC's Network to the Service Operator's Network; or
 - 1.7.2 delivered from the Service Operator's Network to a Telecom ROC's Network which gives rise to the transmission of an answer line signal (as referred to in the PTC Specifications) from the Telecom ROC's Network;

whether or not actual communication takes place between the originator of the Call and the intended recipient of the Call.

1.8 "CCITT" means the International Telegraph and Telephone Consultative Committee.

- 1.9 "Commission Date" means [19].
- 1.10 "Confidential Information" means in relation to any party, all information which is confidential to or the property of that party (or, in the case of any Telecom ROC or TCNZ, Telecom Group), and/or which is confidential to or the property of a third party and used or disclosed pursuant to or in connection with this Agreement by that party under licence from such third party, and includes the contents of any Materials, information concerning any customer of any other party to this Agreement or usage by such customer of any Telecom ROC's Network or the Service Operator's Network (as the case may be), and all information referred to in Clause 4.3.
- 1.11 "Connect" includes "allow to be connected", "leave connected" and the connection of anything through anything else. "Connecting", "Connected" and "Connection" have a corresponding meaning.
- 1.12 "Delayed Commission Date" means, in relation to a Telecom ROC, the date on which the Principal ROC has served a notice on the Service Operator under Clause 2.7 relating to that Telecom ROC, in circumstances where that Telecom ROC has failed to provide, install, test and make operational that Telecom ROC's Equipment by the Commission Date.
- 1.13 "Expected Interconnect Requirements" means the expected requirements set out in the Service Operator's notice under Clause 16.4.
- 1.14 "Force Majeure" means any Force Majeure event set out in Clause 25.2.
- 1.15 "Guarantor" means the person(s) named in Item 1 of Schedule J.
- 1.16 "Intellectual Property" includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests therein or licences to use any thereof.
- 1.17 "Interconnect Link" means that part of a Telecom ROC's Network which comprises a circuit or group of circuits which Connects a Service Delivery Point to a Telecom ROC's Telephone Exchange. Interconnect Links are provided by each respective Telecom ROC in such numbers and types and at such locations specified in Item 3 of Schedule C, and in such other numbers and types and at such other locations as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement.
- 1.18 "Interconnect Link Charges" means the charges for an Interconnect Link calculated in accordance with Item 1 of Schedule K as amended from time to time.
- 1.19 "Link" means any circuit provided by any means forming part of a Telecom ROC's Network or the Service Operator's Network, as the case may be.