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Telecom Vanuatu Limited
PO Box 146
Lini Highway
Port Vila
Vanuatu



Digicel (Vanuatu) Ltd.
Digicel House
Ellouk Plateau
PMB 9103
Vanuatu

16 July 2014

Mr Ron Box
Telecommunications and Radiocommunications Regulator
P O Box 3547
Port Vila

Dear Mr Box

Interconnection Agreement between TVL and Digicel

In accordance with section 28 of the Telecommunications and Radiocommunications Regulation Act 2009 ("Act"), please find attached a copy of the commercially negotiated interconnection amendment agreement that was signed by TVL and Digicel ("parties") today.

The amendment agreement means that the interconnection agreement now includes a service for the origination and handing over of calls to Toll Free numbers on each of the parties' respective networks.

Please do not hesitate to contact the writers if you require any additional information.

Yours sincerely

Prakash Bheekhoo
Chief Executive Officer
Telecom Vanuatu Limited

Simon Fraser
Chief executive Officer
Digicel (Vanuatu) Limited

INTERCONNECTION AMENDMENT AGREEMENT

This Agreement is made this 18th day of July 2014 BETWEEN **Digicel (Vanuatu) Limited** ("Digicel") and **Telecom Vanuatu limited** ("TVL") (each a "party" and together the "parties").

RECITALS

- A. The parties have entered into a Network Domestic Interconnection Service Supply Agreement that has a Commencement Date of 1 April 2014 ("Domestic Interconnection Agreement").
- B. The parties now wish to amend the Domestic Interconnection Agreement by including a new service that provides for the origination, handing over and termination of Calls to Toll Free Numbers that are assigned to each of their respective Networks.

IT IS HEREBY AGREED

1. Schedule D and Schedule E of the Domestic Interconnection Agreement shall, with effect from 1 July 2014, be replaced with the Schedules annexed to this Agreement.

Signed on behalf of Digicel (Vanuatu) Limited

Signature:

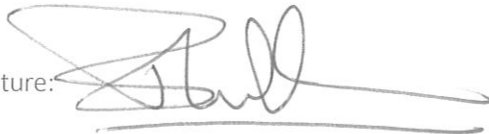


Name: SIMON FRASER

Position: CEO

Signed on behalf of Telecom Vanuatu Limited

Signature:



Name: Prulegh Zhealdho

Position: C.E.O



SCHEDULE D
SERVICES

This schedule defines the services provided by the parties in respect to Network Interconnection Services:

1. The Network Interconnection Services to be provided by Digicel to TVL are:

1.1. Call Termination in the Digicel Network;

1.2. SMS Termination in the Digicel Network;

1.3. Calls to TVL Toll Free Numbers

2. The Network Interconnection Services to be provided by TVL to Digicel are:

2.1. Call Termination in the TVL Network;

2.2. SMS Termination in the TVL Network;

2.3. Calls to Digicel Toll Free Numbers

INTERPRETATION

In this Schedule, unless the context otherwise requires, words and expressions defined or construed in the Agreement, and not otherwise defined or construed in this Schedule, have the same meanings as defined or construed in the Agreement when used in this Schedule. In addition:

Call means:

- (a) a signal or series of signals generally falling within the audio bandwidth of 300 Hz to 3400 Hz or signals contained within a standard digital CCITT/ITU 64 kBits channel, conveyed from the Digicel Network to the TVL Network or vice versa, whether or not that signal or series of signals is so conveyed to effect actual communication between the originator and the intended recipient of the signal or signals; but does not include CCITT No. 7 MTP or ISUP messages including (without limitation) messages relating to set up, answer or release of an associated call including calling or called numbers; and
- (b) where the number dialled by the calling party is either a Digicel Mobile Number, or a Digicel Fixed Number or a TVL Mobile Number or a TVL Fixed Number as the context requires;

Call Termination in the Digicel Network means:

- (a) acceptance of TVL Calls handed over from the TVL Network to the Digicel Network for which a Digicel Fixed Number or a Digicel Mobile Number is provided, and delivery or offer of delivery of each such TVL Call to the Digicel Designated Destination in respect of that TVL Call; and
- (b) transmission of an Answer Line Signal to the TVL Network in respect of TVL Calls handed over from the TVL Network to the Digicel Network in terms of this Agreement and answered by the called party or by some other means,

where TVL has, for each TVL Call handed over from the TVL Network to the Digicel Network, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that TVL Call, including details in the Signalling Format of the valid Digicel Fixed Number or Digicel Mobile Number called.

Call Termination in the TVL Network means:

- (a) acceptance of Digicel Calls handed over from the Digicel Network to the TVL Network for which a TVL Fixed Number or an TVL Mobile Number is provided, and delivery or offer of delivery of each such Digicel Call to the TVL Designated Destination in respect of that Digicel Call; and
- (b) transmission of an Answer Line Signal to the Digicel Network in respect of Digicel Calls handed over from the Digicel Network to the TVL Network in terms of this Agreement and answered by the called party or by some other means,

where Digicel has, for each Digicel Call handed over from the Digicel Network to the TVL Network, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Digicel Call, including details in the Signalling Format of the valid TVL Fixed Number or TVL Mobile Number called;

Calls to Digicel Toll Free Numbers means the handing over by TVL to the Digicel Network at a Handover Point Calls that are originated by TVL end users on the TVL Network to Toll Free Numbers that are allocated to Digicel where TVL has, for each such Call, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Call, including details in the Signalling Format of the calling party's Fixed Number or Mobile Number and the Digicel Toll Free Number called;

Calls to TVL Toll Free Numbers means the handing over by Digicel to the TVL Network at a Handover Point Calls that are originated by Digicel end users on the Digicel Network to Toll Free Numbers that are allocated to TVL where Digicel has, for each such Call, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Call, including details in the Signalling Format of the calling party's Fixed Number or Mobile Number and the TVL Toll Free Number called;

Chargeable Digicel Fixed Call means any Digicel Call to a TVL Fixed Number giving rise to the transmission of an Answer Line Signal provided that no Digicel Call with a Duration of less than two seconds will be a Chargeable Digicel Fixed Call;

Chargeable Digicel Mobile Call means any Digicel Call to a TVL Mobile Number giving rise to the transmission of an Answer Line Signal provided that no Digicel Call with a Duration of less than two seconds will be a Chargeable Digicel Mobile Call;

Chargeable Digicel SMS Message means any Digicel SMS Message giving rise to the transmission of an SMS Answer Signal;

Chargeable Toll Free Calls means any Calls to Digicel Toll Free Numbers or TVL Toll Free Numbers that give rise to the transmission of an Answer Line Signal provided that no such Call with a Duration of less than two seconds will be a Chargeable Toll Free Call;

Chargeable TVL Fixed Call means any TVL Call to a Digicel Fixed Number giving rise to the transmission of an Answer Line Signal provided that no TVL Call with a Duration of less than two seconds will be a Chargeable TVL Fixed Call;

Chargeable TVL Mobile Call means any TVL Call to a Digicel Mobile Number giving rise to the transmission of an Answer Line Signal provided that no TVL Call with a Duration of less than two seconds will be a Chargeable TVL Mobile Call;

Chargeable TVL SMS Message means any TVL SMS Message giving rise to the transmission of an SMS Answer Signal;

Digicel Call means any Call made by a Digicel End User that is handed over from the Digicel Network to the TVL Network for delivery to a TVL Designated Destination in the TVL Network;

Digicel Designated Destination means the point in the Digicel Network to which the Digicel Fixed Number or Mobile Number provided in respect of a TVL Call or TVL SMS Message (as the context requires) has been allocated by Digicel, disregarding any call forwarding or like functionality or service that may have been invoked by an End User, TVL, Digicel or a Network Operator which, in the case of a TVL Call, results in that TVL Call being routed to another point in the Digicel Network or to any other network (including the TVL Network) from which the Answer Line Signal in respect of that TVL Call emanates);

Digicel SMS Message means: any SMS Message handed over from the Digicel Network to the TVL Network for delivery to a TVL Designated Destination in the TVL Network;

Duration means the period determined in accordance with methodologies:

- (a) employed by TVL or Digicel as the case may be in determining the actual duration of calls for the purposes of calculating the charges paid by other persons; and
- (b) which have been established having regard to:
 - (i) when an Answer Line Signal for a Digicel Call is detected by TVL in respect of that Digicel Call or an Answer Line Signal for a TVL Call is detected by Digicel in respect of that TVL Call as the case may be; and
 - (ii) when a Release Signal for that Digicel Call is detected by TVL in respect of that Digicel Call or a Release Signal for that TVL Call is detected by Digicel in respect of that TVL Call as the case may be;

SMS Termination in the Digicel Network means:

- (a) acceptance of all TVL SMS Messages handed over from the TVL Network to the Digicel Network for which a Digicel Mobile Number is provided, and delivery or offer of delivery of each such TVL SMS Message to the Digicel Designated Destination in respect of that TVL SMS Message; and
- (b) transmission of an SMS Answer Line Signal to the TVL Network in respect of each TVL SMS Message handed over from the TVL Network to the Digicel Network in terms of this Agreement and received by the called party,

where TVL has, for each TVL SMS Message handed over from the TVL Network to the Digicel Network, transmitted the line, information or control signals in the Signalling Format that relate to the transmission of the SMS Message, including details in the Signalling Format of the valid Digicel Mobile Number called;

SMS Termination in the TVL Network means:

- (a) acceptance of all Digicel SMS Messages handed over from the Digicel Network to the TVL Network for which a TVL Mobile Number is provided, and delivery or offer of delivery of each such Digicel SMS Message to the TVL Designated Destination in respect of that Digicel SMS Message; and
- (b) transmission of an SMS Answer Line Signal to the Digicel Network in respect of each Digicel SMS Message handed over from the Digicel Network to the TVL Network in terms of this Agreement and received by the called party,

where TVL has, for each Digicel SMS Message handed over from the Digicel Network to the TVL Network, transmitted the line, information or control signals in the Signalling Format that relate to the transmission of the SMS Message, including details in the Signalling Format of the valid TVL Mobile Number called;

Toll Free Number means any number assigned to Toll Free telephone services within the National Numbering Plan for Vanuatu and which is allocated to either of the parties under that National Numbering Plan. For the avoidance of doubt, numbers that are used to access essential services (as that term is defined in the parties' respective Telecommunications Licences) and any other Short Code numbers are not Toll Free Numbers.

TVL Call means any Call made by a TVL End User that is handed over from the TVL Network to the Digicel Network for delivery to a Digicel Designated Destination in the Digicel Network;

TVL Designated Destination means the point in the TVL Network to which the TVL Fixed Number or TVL Mobile Number provided in respect of a Digicel Call or the TVL Mobile Number provided in respect of a Digicel SMS Message (as the context requires) has been allocated by TVL, disregarding any call forwarding or like functionality or service that may have been invoked by an End User, Digicel, TVL or a Network Operator which, in the case of a Digicel Call, results in that Digicel Call being routed to another point in the TVL Network or to any other network (including the Digicel Network) from which the Answer Line Signal in respect of that Digicel Call emanates);

TVL SMS Message means any SMS Message handed over from the TVL Network to the Digicel Network for delivery to a Digicel Designated Destination in the Digicel Network.

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SCHEDULE E

CHARGES

The charges for the Network Interconnection Service to be provided under this Agreement, and which each party agrees to pay, are as follows:

Type of Chargeable Network Interconnection Service		Chargeable Network Interconnection Service rate	
(a)	All Chargeable Digicel Fixed Calls and all Chargeable TVL Fixed Calls	During the period from the Commencement Date up to but not including 26 June 2016	3.3
(b)	All Chargeable Digicel Mobile Calls and all Chargeable TVL Mobile Calls	During the period from the Commencement Date up to but not including 26 June 2014	6.5
		During the period from 26 June 2014 up to but not including 26 February 2015	6.3
		During the period from 26 February 2015 up to but not including 26 October 2015	6.1
		During the period from 26 October 2015 up to but not including 26 June 2016	5.9
(c)	All Chargeable Toll Free Calls that originate on a Digicel Fixed Number or a TVL Fixed Number	During the period from the Commencement Date up to but not including 26 June 2016	3.3

(d)	All Chargeable Toll Free Calls that originate on a Digicel Mobile Number or a TVL Mobile Number	During the period from the Commencement Date up to but not including 26 June 2014	6.5
		During the period from 26 June 2014 up to but not including 26 February 2015	6.3
		During the period from 26 February 2015 up to but not including 26 October 2015	6.1
		During the period from 26 October 2015 up to but not including 26 June 2016	5.9
(e)	All Chargeable Digicel SMS Messages and all Chargeable TVL SMS Messages	No charge, (i.e. "bill and keep)". The bill and keep arrangement referred to in this Schedule has been established on the basis of the pre-existing relationship and circumstances existing between the parties in relation to text message termination.	

Notes:

1. All charges are in Vatu.
2. All charges referred to in (a) and (b) accrue on a per second basis being 1/60th of the per-minute charge payable for each second of the Duration of the Chargeable Mobile Call and Chargeable Fixed Call.
3. For the avoidance of doubt, Chargeable Mobile Calls and Chargeable Fixed Calls will be charged for the full period of the Call.
4. The pricing in this Schedule, other than the price for the provision of SMS termination in either the TVL Network or the Digicel Network, applies during the period from the Commencement Date up to but not including 26 June 2016. The parties will, no later than 26 April 2016, commence negotiations to review the prices, other than the price for the provision of SMS termination in either the TVL Network or the Digicel Network, to apply from 26 June 2016 up until the Expiry Date.
 - (a) If either party wishes changes to be made to the pricing in this Schedule that would apply from 26 June 2016 until the Expiry Date, they will notify the other party (with a copy to the Regulator).
 - (b) This notice may be given no earlier than 26 February 2016 and no later than 26 April 2016. If no such notice is given by either party then the prices that are in force on 25 June 2016 shall remain in full force and effect until the Expiry Date.

- (c) If such a notice is given by one of the parties then the parties shall then enter into negotiations in good faith with a view to reaching agreement on any such changes.
- (d) If the parties have not reached agreement on any such changes within 20 working days of commencement of those negotiations, then either party may refer the dispute to the Regulator for determination in accordance with the Act.
- (e) The Regulator shall use best endeavours to complete the determination within 40 Working Days of notice of the dispute.
- (f) For the avoidance of doubt, in the event that new prices are not agreed by 26 June 2016, the parties shall continue to settle their interconnection payments under this Agreement at the rates that were in force on 25 June 2016 unless and until the parties agree to apply different rates or the rates are otherwise lawfully determined by the Regulator.
- (g) For the further avoidance of doubt, the bill and keep arrangement for the provision of SMS termination in either the TVL Network or the Digicel Network shall remain in force from the Commencement Date up until the Expiry Date.