

Use of the TSP INet-Server for Subscriber Access Line Charging (VTA service)

Contract

between

TELDAS Ltd., Zurich

Referred to subsequently as "TELDAS"

and

<User>

<Address Street>

<Address Post Code Town>

<Telephone Number>

<Fax Number> |

Referred to subsequently as "the User"

0 Introduction

- 0.1 The Swiss Legislator has revised the Telecommunications Law and specified the charging by the market-dominant TSP for the subscriber access line. With effect from 1 April 2007, TSPs preselected for national and international connections, may request the charging data for the subscriber access of their customers.
- 0.2 The TSP INet-Server is a web application which TELDAS developed in connection with the introduction of Number Portability in Switzerland for the electronic exchange of administrative information (Work Orders) between Donor and Recipient TSPs. The TSP INet-Server (or also referred as just INet-Server) was further developed to provide INA functionality and Subscriber Access Line Charging (VTA).

0.3 Abbreviations and Definitions:

INA:	Individual Number Allocation
NPRN:	Number Portability Routing Number
VTA:	Subscriber Access Line Charging
TSP:	Telecommunications Service Provider
VAT:	Value Added Tax

1 Subject Matter of the Contract

The present Contract governs the use of TELDAS's VTA Application of the TSP INet-Server by the User. Throughout this Contract use of the male gender is equally applicable to males and females. The TSP INet-Server services defined in Chapter 3 are available to the User.

2 Constituents of the Contract

- 2.1 Integral parts of this Contract are
1. The present Contract
 2. The Appendices:
 1. The User's Particulars (Appendix 1)
 2. Service Types and Fees (Appendix 2)
 3. Support (Appendix 3)
 4. Technical Interfaces and requirements for the use of the TSP INet-Server and Documentation (Appendix 4)

3 Services provided by TELDAS

3.1 General Conditions

- 3.1.1 Following signature of the Contract, TELDAS will provide the User with the necessary data for its account such as User Name, Password, Help Desk Contact Address, etc.
- 3.1.2 In order to improve its services e.g. increased or enhanced functionality, technical improvements; or adapt displays, TELDAS may make changes to the application and access at any time, subject to an appropriate period of notice. Information related to these changes will be done via E-Mail notification or RSS feeds on the TELDAS Homepage (subscription under the Menu "My Profile").
- 3.1.3 TELDAS may involve sub-contractors to fulfil the provisions of the contract.

3.2 TELDAS offers the following service

Receipt of Subscriber Access Line charges

This service enables a TSP to receive Subscriber Access Line charges via File Transfer, provided that it has activated the “Carrier Pre-Selection” attribute at the market-dominant TSP. It is a requirement that this TSP must have set the “VTA TSP” attribute and activated the Carrier Selection Codes (CSC), to be ordered at the Helpdesk via E-Mail (see Appendix 4, reference [0]).

The TSP INet-Server allows this “VTA-TSP” to receive the charges in the form of a VTA File Transfer of charge data records and thus makes it possible to prepare for the end-customer a comprehensive bill including the connection charges.

4 Contact

- 4.1 All correspondence should be sent to the TELDAS Management at the address shown on the TELDAS Homepage under:
www.teldas.ch/contacts.html
- 4.2 Correspondence may be sent in the following languages: English, French, and German.
- 4.3 All TELDAS contract documentation is available in English or German.
- 4.4 Technical Documentation is only available in English.
- 4.5 TELDAS will inform the User about important news related to the offered service via E-Mail notification. The User is requested to register to these news notifications under the Teldas Homepage. For examples for changes to the Application or information about exceptional situations (e.g. breakdowns), it is important that the User registers on the TELDAS Homepage and subscribes to the e-mail notifications/RSS feeds that he is interested to (www.teldas.ch/account.html).
- 4.6 User Name and Password to download the protected documentation on the TELDAS Homepage can be obtained by registering online on the Teldas Homepage (www.teldas.ch/account.html).

5 Fees and Conditions of Payment

- 5.1 The fees for the use of the TSP INet-Server are described in Appendix 2. They consist of a “one-off” Joining Fee and an Annual Basic Fee.
- 5.2 An invoice for the “one-off” Joining Fee will be sent to the User shortly after signature of the Contract. The same Joining Fee will be charged for Suspended Users requiring reactivation. In case the User signs another User contract with Teldas at the same time, only one joining fee will be charged all together.
- 5.3 Unless otherwise agreed, the invoice for the Annual Basic Fee will be sent for the first time shortly after signature of the Contract and thereafter annually at the beginning of each Calendar Year. The Annual Basic fee is due per Account, which means for each separate NPRN opened on the INet-Server.
- 5.4 All payments are due in Swiss Francs (CHF). All amounts are exclusive of Swiss or foreign taxes and/or duties (in particular VAT).
- 5.5 Unless otherwise agreed, all amounts must be paid within 30 days of the date of the invoice. Should payment not be made within this time limit, the indebted party will, without any additional warning, be considered to be in arrears. A User in arrears is liable to default interest for late payment of annual 8%.
- 5.6 A User in default will be sent a first written warning with a ten (10) day time limit for payment. Should the default continue, following a second written warning, TELDAS can discontinue the contractually agreed services to a User in default within ten (10) days. The User’s access to the TSP INet-Server will be suspended.
- 5.7 Unless otherwise agreed, the User may not set off its own outstanding debts against those of TELDAS.

- 5.8 Any additional work carried out specifically for the User will be invoiced separately to the User.
- 5.9 TELDAS may amend its fees at any time. The User will be given due notice in writing. In such cases the User may within ten (10) days give three months notice to cancel the Contract. Unless a written letter of notice is sent within this ten-day time limit, the amended fees will be considered as having been accepted by the User.

6 Liabilities of TELDAS

- 6.1 Within the bounds of what is legally permissible, any liability of TELDAS is excluded, in particular liability for minor negligence, consequential damage and loss of profits, as well as in the following cases:
- TELDAS accepts no responsibility for the correctness and completeness of the stored data.
 - TELDAS accepts no responsibility for any damages that the User may suffer from third parties as a result of their misuse of the connection (including viruses).
 - TELDAS accepts no liability for system interruptions caused by fault correction, maintenance, and the introduction of new technology or similar.
 - TELDAS accepts no liability for errors caused by the network provider, Internet provider or access provider.
 - TELDAS accepts no liability for any data losses, virus transfers, etc.
 - TELDAS accepts no liability for the accuracy of any data transmitted by File Transfer.

7 Duties and Responsibilities of the User

- 7.1 Solely the User is authorised and bound over against TELDAS. The User is entitled to delegate its use of the services in this contract to third parties however the User remains bound by its duties and responsibilities to TELDAS. In particular the User is responsible for all costs or damage, which it and/or third parties may cause in connection with access to, and the use of, the TSP INet-Server.
- 7.2 The User is responsible for the equipment necessary to provide its access to the TSP INet-Server (See Appendix 4, Reference 0.
- 7.3 The contractual relationship with an Internet Provider is the User's responsibility.
- 7.4 In case of misuse or failure to comply with the conditions of the Contract and/or its constituent parts, TELDAS reserves the right to block the User's access to, or usage of, the TSP INet-Server at any time.
- 7.5 The User must provide TELDAS with the information detailed in Appendix 1.
- 7.6 The User commits to store Passwords securely and to prevent unauthorised third parties access to the TSP INet-Server.
- 7.7 The User commits itself to handle all information and documents, which are only accessible through its password, confidentially, and not to pass them to third parties or to release their content or parts thereof except with the specific approval of TELDAS. A suitable non-disclosure agreement must be concluded with any third party prior to the User seeking third party support to carry out its VTA Processes.
- 7.8 The User is required to acquire the necessary knowledge to work with the TSP INet-Server by studying the documents cross-referenced herewith.

8 Acts of God

- 8.1. If due to an Act of God, a party, despite every effort, cannot fulfil its contractual obligations; the provision of services shall be deferred in proportion to the severity of the event incurred. The party, which has been prevented from providing service by the Act of God, shall inform the other party of the incurred event as soon as possible.

- 8.2 Acts of God are considered to include all unforeseeable, exceptional events, such as civil commotion, war, earthquakes, floods, and other natural catastrophes of extreme intensity, sabotage, as well as unforeseeable official restrictions of any type.

9 Adherence to the Law and Norms

- 9.1 The parties commit to fully respect and comply with the regulations of the Swiss Federal Data Protection Law (DSG) together with the applicable regulations of telecommunications legislation as well as all further corresponding norms related to the implementation of this Contract.

10 Duration, Amendments and Termination of the Contract

- 10.1 The present Contract comes into force with the signature of both contract parties and with a minimum validity of one year. Thereafter either party can terminate the Contract in writing at the end of a month by registered post respecting a three-month period of notice. The yearly fee is however due for the entire year.
- 10.2 The access to the TSP INet-Server will only be opened when both parties have legally signed the Contract.
- 10.3 Should the User's access to the TSP INet-Server be suspended for the reasons 5.6 and/or 7.4, (above) TELDAS can terminate the Contract without prior notice. Should TELDAS terminate the Contract during the course of a year without notice for legitimate reasons the User remains liable for the Fees for the entire year.
- 10.4 Amendments and additions to this Contract (including the waiving of this reservation) and the integral parts thereof are only valid when they have been agreed to in writing by the parties to this Contract.

The parties agree to the following exceptions to this rule:

- a) TELDAS may unilaterally amend fees according clause 5.9 to this Contract;
- b) TELDAS may unilaterally amend the Appendices 1-4.

In both cases the User will be given due notice via E-Mail notification. The User may within ten (10) days give a three months notice to cancel the Contract. Unless a written letter of notice is sent within this ten-day time limit, the amended fees or Appendices will be considered to be accepted by the User.

- 10.5 Should any of the provisions of this Contract be incomplete, legally ineffective or legally not enforceable, this shall be without prejudice to the validity of this Contract as a whole. In such a case the parties to this contract will reach agreement to replace the regulation concerned with an effective, equivalent regulation that is commercially as close as possible.
- 10.6 TELDAS reserves the unilateral right to transfer the Contract to a third party in particular in connection with any change of the legal structure into a new company, without seeking the approval of the User. TELDAS will inform the user in time about a planned transfer.

11 Applicable Law and Place of Jurisdiction

- 11.1 This Contract is subject solely to Swiss law.
- 11.2 The place of jurisdiction for any disputes resulting from this Contract is Zurich.
- 11.3 The original of this document is in German. In case of any dispute the interpretation of the original shall prevail.

12 Execution

Two copies of the present Contract have been executed. Each party to the contract receives a signed copy.

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For the User:

For the User:

Place and date

Place and date

Signature and official company stamp

Signature and official company stamp

For TELDAS Ltd.:

Place and Date

Anne-Catherine Christen

Appendix 1 User's Set Up Information for VTA Service

The User must provide TELDAS with the following information (to be sent per e-mail to info@teldas.ch as well as a signed copy per post):

- Service required: **VTA**
- **Company Name:** _____
- Address (Street, Number, P.O. Box number, Post Code, Place)

- Fax Number: _____
- Billing address (if different) _____

- Preferred date of service commencement:
 - as soon as possible
 - per _____
- Type of User
 - Telecommunications Service Provider: Licence or Registration (as defined in the Telecommunications Law, Article 4)
 - Other (e.g. authorities): evidence of need

- TSP INet-Server language: English French German Italian
(default language for GUI and Email communication)
- Domain for Email addresses, e.g. @newuser.ch or .com

(you need to open at least the e-mail account vta.supervisor98xxx@newuser.ch or.com)
- Number Portability Routing Number (NPRN) e.g. 980xy.
 - I already have one NPRN allocated by OFCOM _____
 - Please allocate a dummy NPRN (format 99xxx)
- Carrier Selection Code (e.g. 107YY/108XX): I would like to have following CSC (CDP-Id) implemented for the receipt of VTA files _____
(VTA file routing destinations are identified by a CDP_ID, either CDP_IDn, CDP_IDi or CDP_IDx. These CDP-ID used for VTA must necessarily be the ones allocated by OFCOM as Carrier Selection Codes).
- I want to be notified when VTA data file is ready for download yes no
(This implies receipt of notifications on following e-mail address:

Contact person(s):

1) For general contractual issues:

- First Name & Surname _____
- Telephone number ____/_____
- E-Mail address _____

2) For billing issues (if different from 1):

- First Name & Surname _____
- Telephone number ____/_____
- E-Mail address _____

3) For contacting the Helpdesk (Supervisors, maximum 2 persons)

(The Helpdesk only accepts calls from registered Supervisors)

Contact Person 1

- First Name & Surname _____
- Telephone number ____/_____
- Fax number ____/_____
- E-Mail address _____

Contact Person 2

- First Name & Surname _____
- Telephone number ____/_____
- Fax number ____/_____
- E-Mail address _____

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Appendix 2 Fees

The “one-off” Joining Fee is CHF 800

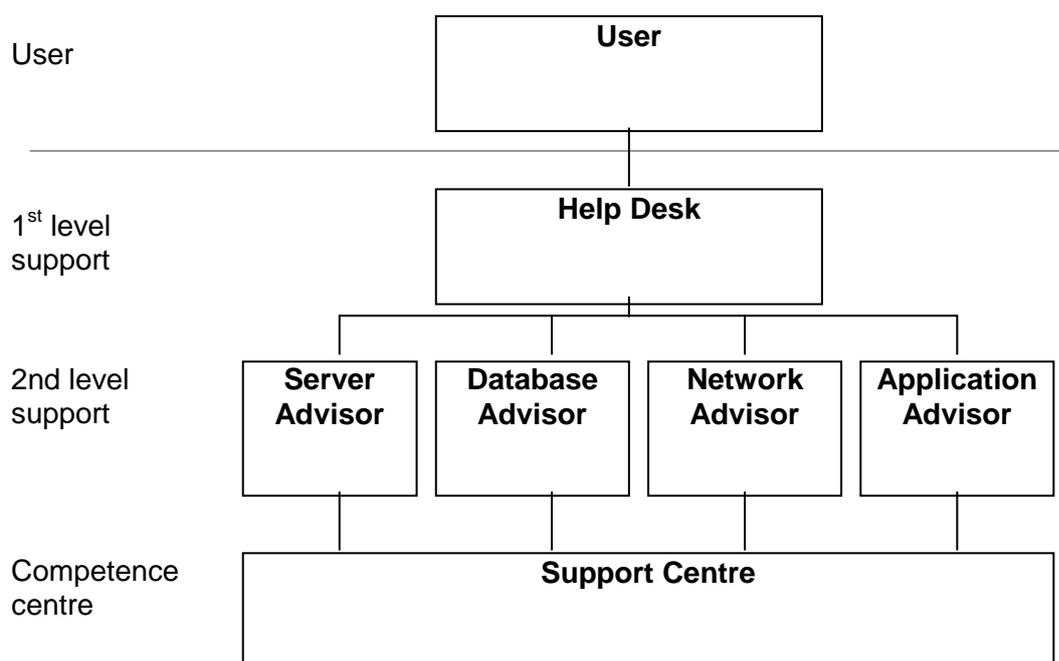
The Annual Basic Fee is CHF 500.

All Fees quoted above are given in Swiss Francs (CHF) exclusive of Swiss or foreign taxes and/or duties (in particular Value Added Taxes).

1. Organisation

The Support (Help Desk) Call Flow Chart below describes the handling of User enquiries. The User can find the Help Desk telephone number and E-Mail address under the Teldas Homepage when logged in with User login (www.teldas.ch/contacts.html).

The Help Desk is available to the User Monday – Friday 08.00-18.00 (Swiss Local Time) excluding public holidays as per “non-working days” List available under the INet-Server.



2. Response Time

During normal working hours the response time is normally (indicative times):

Priority	Reaction time	Description
Prio 1	1 hour	critical issues, for example application is not reachable for several users due to a breakdown of some of the application/ IT components, which has serious implications for the TSPs
Prio 2	1 hour	-
Prio 3	2 hours	Password resets, account and user configuration and modification, system changes, forwarding of requests to application team (second level support)
Prio 4	24 hours	System status file changes, report generation

3. Availability of the TSP INet-Server

System Outages (Service Interruptions)

A TSP INet-Server System Outage is considered to have occurred when the systems’ basic functionality, including acceptable temporary alternative solutions recommended by TELDAS, is no longer available from an operational PC working place, workstation or terminal over a network which is known to be both fault-free and free of virus infections.

Other TSP INet-Server System Outages are: power failures, breakdowns caused by environmental causes such as the climate, dust, earthquakes or earth tremors, etc.

Breakdowns of a public network e.g. PSTN Frame Relay Network, Internet Access, etc., are not considered as System Outages.

The systems described within the present service description are normally available to the user seven days a week, 24-hours per day. Work on the system for maintenance or internal purposes will be advised to the user in advance and are not considered as System Outages.

Mutually agreed periods of time during which the system or network is not operational e.g. for maintenance work, are also not considered as System Outages.

TELDAS will do its utmost to guarantee the following availability:

Server	Window	Availability
TSP INet-Server	BZ	99.0 %

$$\text{Availability} = B / Z * 100 \text{ [%]}$$

Z in h Time window (Hours per Quarter)

B in h The number of hours (Hours per Quarter), during which work can be carried out during the defined window at a fault-free Client working place.

4. Time Window

Support services necessary for the continuous operation of the system will be carried out at different times of the day. Individual tasks are partially time dependent. The following Time Windows are defined:

- Working Hours. The Help Desk can be contacted within these hours.
- INet-Server Operating Hours
- Maintenance Window (maximum 3 per Quarter)

The following Times Windows and Abbreviations are applicable:

Time Window	Abbrev.	Day	Time
Working Hours ¹	AZ	Mon - Fri	Daily 08:00 – 18:00
INet-Server Operating Hours	BZ	Mon - Sun	Daily 00:00 – 24:00
Maintenance Window INet-Server	WF	Mon-Fri	Daily 18:00 - 08:00

5. Services

5.1 User Identification

The User’s Contact Persons (as per Appendix 1) are entitled to draw on the services provided by the Help Desk. For a detailed list of services, see Document [0] under Appendix 4.

These Contact Persons are required to have a good knowledge of the TSP INet-Server application and

¹ Official Public Holidays are to be considered in the same manner as weekends (other times).

sufficient general IT “know how” to handle individual user problems and make an initial analysis of any problems encountered i.e. establish if the working place is functioning properly, if the Internet is operating normally, etc. Should this initial analysis indicate that it is extremely likely that the TSP INet-Server application is not working; the Contact Persons must be able to formulate a qualified inquiry to the Help Desk.

5.2 First Level Support

No.	Explanation	Time Window				Comment
		N/A	AZ	BZ	WF	
1	Receive User enquiries		✓			
2	User support for system technical problems		✓			
3	Application Technical User Support (no functional support)		✓			
4	Document and escalate technical problems		✓			
5	Receipt, documentation and forwarding of orders and Change Requests		✓			
6	Distribute User information		✓			
7	Prepare problem statistics		✓			
8	Supervision and control of open Trouble Reports		✓			
9	Escalation of open Trouble Reports		✓			
10	User Administration		✓			
11	Foster co-operation with the direct contact partners		✓			
12	Keep the User(s) informed of the status of Trouble Reports		✓			
13	Complete Reports on request		✓			

5.3 Second Level Support

No.	Explanation	Time Window				Comment
		N/A	AZ	BZ	WF	
1	Accept unsolved technical Trouble Reports from the First Level Support		✓			
2	Diagnose and start the correction of the technical problems		✓			
3	Carry out the correction of the technical problems or start the escalation process		✓			
4	Document the problem correction		✓			
5	Forward the status of the Trouble Reports		✓			

Appendix 4 Technical Interfaces and Requirements for TSP INet-Server Users

The following documents are available from TELDAS to connect the TSP INet-Server to your systems and to ensure successful operations. The latest version of each document is available on the TELDAS Homepage (under Main Documents: www.teldas.ch/documents.html).

- [0] General User Manual (GUM) for the TSP INet-Server: describes the interactions with the Helpdesk for the use of the INet-Server.
- [1] Functional Specification VTA: defines the general requirements for VTA on the INet-Server
- [2] SSH File Transfer Detailed Technical Specification VTA: defines the technical specification for the SSH Transfer. In this document, references to other technical documents can be found.
- [3] Communication Workflow Description: defines the workflows between the different parties involved in the process.
- [4] INet-Server Messages: describes all "error" messages on the INet-Server.

In all cases the "actual" version of the documents referred to above is applicable. A possible "future" version of the document is published with new specifications planned for a forthcoming release, with the effective rollout date of the release.

After signature of the Contract, the User can register on the TELDAS Homepage to receive a password from the Webmaster that provides access over the TELDAS web site to the necessary INet-Server documents: www.teldas.ch/account.html

In order to use the services provided by the TSP INet Server, PCs must be equipped with a suitable Web-Browser e.g. Microsoft Explorer v4.xx or higher, Netscape v4.xx or higher.

The procedures for identification, passwords and CLSN (Control Line out Sheet Number) are described in [0].

The necessary information to implement the VTA processes can be found in [2].

The VTA FAQ section on the TELDAS Homepage (www.teldas.ch/help/vta.html) can also be of help.