

# **Use of the TSP INet-Server for Numbers when changing the TSP (Number Portability)**

## **Contract**

between

**TELDAS Ltd.**

**c/o Sunrise GmbH**

**Thurgauerstrasse 101B  
CH - 8152 Glattpark (Opfikon)**

Referred to subsequently as "TELDAS"

and

|

|

Referred to subsequently as "the User"

## 1 Introduction

1.1 As an integral part of the liberalisation of telecommunications in Switzerland, the Federal Office of Communications (OFCOM) made Number Portability between Telecommunications Service Providers (TSP) mandatory. With effect from 1 March 2000 all fixed network and mobile customers have the right to change their provider whilst retaining their telephone number(s).

The number portability obligation for fixnet and mobile is mandatory in the Fürstentum Liechtenstein since 2019.

1.2 TELDAS provides for the fast and inexpensive porting of mobile, geographic and for Switzerland also non-geographic (value added services) E.164 numbers between providers with respect to the Swiss Telecommunications Law, the Ordinance on telecommunication services and its technical & administrative prescriptions, see references [1] and [3].

For Liechtenstein, the number portability obligation is based on the communication law (KomG), the decree on electronic communication networks and services (VKND) and the Communication Office (AK) decision of 2. August 2018, see references [7] and [8].

1.3 The TSP INet-Server is a web-based application which was developed, within the scope of Operator Number Portability in Switzerland and Liechtenstein, to facilitate the electronic exchange of administrative information (Work Orders) between Donor and Recipient TSPs, as well as to allow for the correct routing to ported numbers.

1.4 The change of TSP for the porting of numbers is carried out through a central server (referred to subsequently as the TSP INet-Server or just as INet) with the following features:

- Automation of the administrative number porting procedures among TSPs within the same country;
- Centralised directory of all numbers ported between TSPs in Switzerland and in Liechtenstein

## 2 References

The prevailing documents can be found in the Appendix 4 of the present contract. In all cases the latest version of the documents referred to is applicable.

Abbreviations and definitions used in the present contract and its appendices can be found in Appendix 8.

## 3 Subject Matter of the Contract

The masculine or feminine spelling used in the contract refers to all genders.

The present Contract governs the use of TELDAS's TSP INet-Server by the User. The following services are available to the User as per point 5.2:

### **Porting Service**

Automation and management of the porting process as defined in Appendix 4 reference [15].

### **Query Service**

Electronic process for the search and query of ported numbers.

## 4 Constituents of the Contract

Integral parts of this Contract are

1. The present Contract
2. The Appendices:
  1. The User's Particulars (Appendix 1)
  2. Service Fees (Appendix 2)
  3. Support (Appendix 3)
  4. Technical interfaces and Documentation (Appendix 4)

5. Swiss Multilateral Operator Number Portability Service Level Agreement and ONP Billing of portability charges between Swiss Donor and Recipient TSPs (Appendix 5).

Exception: Appendix 5 does not apply to Liechtenstein providers

6. Commissioned data processing (Appendix 7)

7. Abbreviations and definitions (Appendix 8)

## **5 Services provided by TELDAS**

### **5.1 General Conditions**

5.1.1 Following signature of the Contract, TELDAS will provide the User with the necessary data for its account such as Username, Password, Helpdesk Contact Address, etc.

5.1.2 Teldas may make changes to the application or to the access in the sense of an improvement (functional extensions, technical improvements, layout adjustments) at any time and with corresponding advance notice. Notifications regarding these changes shall be made by e-mail, with registration on the Teldas extranet.

5.1.3 TELDAS may involve sub-contractors to fulfil the provisions of the contract.

5.1.4 Teldas defines the personal data categories and measures in place to comply with the data protection rules as per reference [6] and [9]. The details can be found in Appendix 7.

### **5.2 TELDAS offers the following services:**

#### **5.2.1 Porting Service**

5.2.1.1 The porting service requires that the User has a valid NPRN allocated by the country's Regulator (OFCOM or AK).

5.2.1.2 Use of the TSP INet-Server enables the User to implement its administrative processes for the porting-in and porting-out of numbers efficiently and with minimum costs. The porting process of the TSP INet-Server can be used according to the User's individual requirements and internal processes, e.g. from manual operations by means of an Internet-Browser having graphical user interface (Web GUI) to a fully automated process over a Web Service interface.

5.2.1.3 Porting is only done on national level between TSPs of the same country. TSPs operating numbers from different countries must obtain and use a separate NPRN for each country.

5.2.1.4 The TSP INet-Server traces each step of the porting process and monitors timed events for both the Donor and Recipient TSP, providing warnings whenever an approaching time limit threatens to endanger the next step of the process. See Appendix 4 [15] for detailed porting process.

5.2.1.5 Successful ported numbers information is available to all TSPs having signed the present User contract with Teldas. At any time, Users are thereby provided with access to an up-to-date directory of all ported numbers in Switzerland and Liechtenstein (see point 5.2.2 below).

5.2.1.6 The TSP INet-Server offers a wide range of analytical functions. The User can receive at any time statistical data concerning its own porting process, which provides information about the bilateral quality of its portings with other TSPs.

#### **5.2.2 Query Service, Updating of the TSP database**

5.2.2.1 An unofficial NPRN can be allocated to the User by Teldas if the User has no official NPRN allocated. Note that the service described under 5.2.1 is then not available to the User.

5.2.2.2 The query service provides the User with the possibility to establish at any time the current status

of ported numbers in Switzerland and Liechtenstein and to implement automated processes by means of Web Service (see Appendix 4 [12]). The information can also for specific searches be read selectively through an Internet Browser.

- 5.2.2.3 The directory holds for each ported number the information required for correct routing, that is the NPRN of the involved networks, the type of connection (e.g. single line, DDI, mobile...), the activation date and time.

Note that the INet only contains ported number information (number ported, number returned to the NRH). The User still needs to use other sources for the correct routing of non-ported numbers (number ranges allocated by the Regulator).

### **5.2.3 Special service for OFCOM**

- 5.2.3.1 Allocation of Number blocks by OFCOM

This service is restricted to OFCOM for the allocation and revocation of 10'000 number blocs. By means of a Web Service (see Appendix 4 [12]), OFCOM can allocate or revoke number blocs. The number blocs allocations are the basis for the NRH definitions.

- 5.2.3.2 Audit by OFCOM

OFCOM can download the list of all ported numbers, each number containing its ported date, connection type and Recipient, Donor, NRH. Same as the service described under point 5.2.2.

## **6 Contacts and Documentation**

- 6.1 All correspondence should be sent to the TELDAS Management at the address available on the TELDAS Website [www.teldas.ch](http://www.teldas.ch).
- 6.2 Correspondence may be sent in the following languages: English, French or German.
- 6.3 Technical Documentation is only available in English (see Appendix 4 for the list of main reference documents).
- 6.4 TELDAS will inform the User about important news related to the offered services via e-mail notification. The user is requested to register to these news notifications under the Teldas Extranet. For example: changes to the Application or information about exceptional events (e.g. breakdowns).
- 6.5 Username and Password to download the protected documentation on the TELDAS Extranet can be obtained by registering online on the Teldas Extranet.
- 6.6 TELDAS offers a Support Service to the User, which is described in Appendix 3.
- 6.7 TELDAS data protection officer contact is defined in Appendix 1.
- 6.8 The User can find contact information of other Users under the Teldas Extranet upon registration. The User agrees to share his contact information with other Users as per information filled in in Appendix 1.

## **7 Fees and Conditions of Payment**

- 7.1 The fees for the use of the TSP INet-Server are described in Appendix 2. One distinguishes three types of fees: the "one-off" Joining fee, the Annual fee and the Transaction-based Fees.
- 7.2 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 the INA User contract with Teldas at the same time, only one joining fee will be charged all together.
- 7.3 Unless otherwise agreed, the invoice for the Annual 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 Transaction-based fees will be invoiced to the User at the end of the defined charging period

(Appendix 2). The Annual fee and Transaction-based fees are due per account, which means for each separate NPRN opened on the INet-Server.

- 7.4 All payments are due in Swiss Francs (CHF). All amounts are exclusive of Swiss or foreign taxes and/or duties (in particular VAT exclusive).
- 7.5 Unless otherwise agreed, all amounts must be paid within 60 days of the date of the invoice.
- 7.6 A User in default will be sent a first written warning with a twenty (20) working day payment deadline. Should payment not be made within this time limit, the indebted party will be considered, without any additional warning, to be in arrears. A User in arrears is liable to default interest for late payment as per Appendix 2. Should the default continue, following a second written and per registered mail warning, TELDAS can discontinue the contractually agreed services to a User in default within twenty (20) working days. The User's access to the TSP INet-Server will be suspended. The announcement of suspension is sent to the TSP's Main Contact as defined in Appendix 1.
- 7.7 Unless otherwise agreed, the User may not set off its own outstanding debts against those of TELDAS.
- 7.8 Any additional work carried out specifically for the User will be invoiced separately to the User.
- 7.9 TELDAS may amend its fees at any time (Appendix 2). The User will be given due notice in writing. In such cases the User may within twenty (20) days give three months' notice to cancel the Contract. Unless a written letter of notice is sent within this time limit, the amended fees will be considered as having been accepted by the User.
- 7.10 The User shall provide Teldas with all necessary details for the invoice and shall ensure that the information is updated (see Appendix 1).

## **8 Liabilities of TELDAS**

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 because of their misuse of the connection (including viruses).
- TELDAS accepts no liability for service 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 whatsoever in respect of OFCOM's orders to ensure adherence with the applicable rules. TELDAS offers no guarantee of the compatibility of the present application i.e. the possibility to use the TSP INet-Server in conjunction with the telecommunications rules and regulations.

## **9 Duties and Responsibilities of the User**

- 9.1 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 its access to, and the use of, the TSP INet-Server.

- 9.2 The User is responsible for the equipment and interfaces necessary to gain access to the TSP INet-Server
- 9.3 The contractual relationship with an Internet Provider is the User's responsibility.
- 9.4 In case of misuse, non-application of the Web Service recommendation of usage 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.
- 9.5 The User commits to store passwords securely and to prevent unauthorised third parties' access to the TSP INet-Server.
- 9.6 The User commits itself to handle all information and documents, which are only accessible through its login data (user id, 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 processes.
- 9.7 The User is required to acquire the necessary knowledge to work with the TSP INet-Server by studying the documents cross-referenced herewith (see Appendix 4). Possible training can be offered by Teldas at separate cost.
- 9.8 The User must only use the data of the INet-Server for the purpose of traffic routing and billing and for the purpose of the own porting transaction. Any other usage (e.g. marketing campaigns for other subscribers, direct mailing...) is strictly forbidden.
- 9.9 The User must provide TELDAS with the information detailed in Appendix 1. The User must keep its TSP data, contacts, and logins up to date on the Teldas Extranet and on the TSP INet-Server. The User is responsible to delete contact information when one of its employees leaves the company or requires having its personal data removed from the Teldas contact list.

## **10 Acts of God**

- 10.1 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.
- 10.2 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.

## **11 Adherence to the Law and Norms**

- 11.1 For Switzerland, the parties commit to fully respect and comply with the regulations of the Swiss Federal Data Protection Law (DSG) [6], the applicable regulations of telecommunications legislation ([1] and [2]) as well as all further corresponding norms applicable to the implementation of this contract.
- 11.2 For Liechtenstein: the parties commit to fully respect and comply with the regulations of the Liechtenstein data protection law (DSG) derived from the EU-GDPR [9], the applicable regulations of the communication law ([7] and [8]) as well as further corresponding norms applicable to the implementation of this contract.
- 11.3 Appendix 7 specifies the obligations of the Parties regarding the requirements of the Swiss Data Protection Law and the EU GDPR.

## **12 Bilateral Agreements (only valid for Swiss portings)**

- 12.1 The multilateral service level agreement-SLA (see Appendix 5, chapter 1) forms an integral part of the present ONP user contract.
- 12.2 The invoicing of porting fees between the Donor TSP and Recipient TSP is considered an interconnection service. The User must conclude a bilateral agreement with Swisscom regulating

the basis for the billing of ONP porting fees. In any case, Swisscom's corresponding Price Manual serves as reference for the billing of porting fees between Donor TSP and Recipient TSP (see Appendix 5, chapter 2).

### **13 Duration, Amendments and Termination of the contract**

13.1 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 and is not recovered in case of cancellation.

13.2 The access to the TSP INet-Server will only be opened when both parties have legally signed the contract and after the first invoice (one-off joining fee and annual fee as per point 7.2 and 7.3) has been fully paid by the User.

13.3 Upon suspension of the User's access to the TSP INet-Server for the reasons 7.6 and/or 9.4, TELDAS can terminate the contract after another reminder with a reasonable period of notice in written and with registered mail to the TSP's Main Contact as defined in Appendix 1. The User's NRH will be replaced by a Dummy NPRN to ensure that numbers can later be ported out using a special portability with Non-User process.

Should TELDAS terminate the contract during a year without notice for legitimate reasons, the User remains liable for the Fees for the entire year.

13.4 Amendments and additions to this contract (including the waiving of this written form requirement) 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 in Appendix 2 according to clause 7.9 to this contract; and
- b. TELDAS may unilaterally amend the Appendices 1, 3, 4, 5, 7 and 8 upon recommendation of the TSP Headgroup.

In both cases the User will be given due notice via e-mail. The User must subscribe to e-mail notification on the Teldas Extranet directly, in order to be notified about new versions of the contract's appendixes coming into force. 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 (post stamp is proof), the amended fees (Appendix 2) or other Appendices will be considered as accepted by the User.

13.5 The User may terminate the contract at any time with one month's notice if there is a serious breach by Teldas of data protection regulations or the provisions of the Appendix 7, e.g. if Teldas is unable or unwilling to carry out a directive from the User or if Teldas denies the User control rights in breach of the contract. In particular, the non-compliance with the obligations agreed upon in the Appendix 7 and derived from Art. 9 DSG [6] or Art. 28 EU-DSGVO [9] constitutes a serious breach.

13.6 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.

13.7 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.

### **14 Applicable Law and Place of Jurisdiction**

14.1 This Contract is subject solely to Swiss law.

14.2 The place of jurisdiction for any disputes resulting from this Contract is Zurich.

14.3 The original of this document is in German. In case of any dispute the interpretation of the original shall prevail.

**15 Execution**

Each party to the contract receives a signed copy (electronically or per post).

**For the User:**

**For the User:**

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (in capital letters)

\_\_\_\_\_  
Name (in capital letters) ]

**For TELDAS Ltd.:**

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (in capital letters)