OCH Agreement
- Indirect Connection

Between

OCH A/S
c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

(hereinafter referred to as OCH)
and

Name
Address
Town
VAT:

(herein after referred to as INDIRECT CUSTOMER)

The following Agreement has today been made on INDIRECT CUSTOMER's connection to the OCH System.

The Agreement regulates conditions regarding exchange of information between OCH and INDIRECT CUSTOMER in connection with the use of facilities for number portability by certain end-users.

The Agreement is made in accordance with the terms of "Agreement on Indirect Connection to the OCH System", including Annexes, which has been received and accepted by INDIRECT CUSTOMER when signing the present Agreement.

The contractual relationship between OCH and INDIRECT CUSTOMER is established in the form of the present Connection Agreement including Annexes.

In addition, INDIRECT CUSTOMER may have a separate contractual relationship with the directly connected OCH customer (hereinafter referred to as DIRECT CUSTOMER) from which the OCH services are bought. This contractual relationship shall be of no concern to OCH.

INDIRECT CUSTOMER has made an agreement on buying OCH services from:

which has made a resale agreement with OCH A/S.

INDIRECT CUSTOMER has access to the OCH Online System (SOAP connection), under the terms described in Annex 1 and Annex 3.

The present Agreement is signed in duplicate, one original being held by each party.

Copenhagen xx-xx-xxxx

OCH A/S: Company name:

_____   _____
Mette Bell   Name
Administrator   Title

OPERATORS CLEARING HOUSE A/S

AGREEMENT ON INDIRECT CONNECTION TO THE OCH SYSTEM

The Agreement concluded between OCH A/S and INDIRECT CUSTOMER on delivery of services according to the Agreement on Connection to the OCH System shall be subject to the terms stated below.

1. Conditions for Agreement on Connection to the OCH System:

It is a condition that DIRECT CUSTOMER has made an additional agreement with OCH regarding resale of OCH services to INDIRECT CUSTOMER.

2. Contractual relationship:

The present Connection Agreement, together with the Annexes referred to in the Agreement, shall constitute the complete contractual relationship between OCH A/S and INDIRECT CUSTOMER.

3. Definitions:

Flow Holder: This means the OCH customer that sends an NP Create, see the definition in Annex 3.

Physical Manning Period: This means the period during the 24 hours in which OCH A/S ServiceCenter is physically manned. The manning period is described in section 8.

Help Desk Support: This means the support specified in Annex 4.

OCH Online System: A more detailed description of the online system and its functions is given in Annex 3.

OCH Price List: This means the price list issued by OCH A/S and which may be varied in accordance with the terms of section 6. The price list is shown as Annex 1 to this Agreement.

OCH System: This means the system specified in Annex 2.

Response Time: This means the time passing from INDIRECT CUSTOMER's request until fault repair is started.

Service Windows: This means the periods during which the OCH System is not in operation owing to planned system work. Service Windows are described in section 8.

End-users: This means the customers with which INDIRECT CUSTOMER has made an agreement regarding electronic communications services.

TI Agreements: This means the industry agreements in force from time to time regarding number portability as adopted by the Telecommunication Industries Association in Denmark (TI).

TI Procedures: This means the technical and administrative procedures in force from time to time as adopted by the Telecommunication Industries Association in Denmark (TI).

Connection Agreement: This means the Connection Agreement signed between OCH A/S and INDIRECT CUSTOMER with associated annexes.

4. Terms of delivery:

INDIRECT CUSTOMER agrees and accepts that the basis for buying OCH services is an existing contractual relationship between DIRECT CUSTOMER and OCH A/S. In case DIRECT CUSTOMER is in breach of this

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

contractual relationship, the contractual relationship between OCH A/S and INDIRECT CUSTOMER will cease automatically without further notice.

DIRECT CUSTOMER shall at any time comply with OCH's current terms for connection to the system. It shall be considered a breach of DIRECT CUSTOMER's and hence INDIRECT CUSTOMER's Connection Agreement if DIRECT CUSTOMER is in breach of its contractual relationship with OCH.

5. OCH A/S' services:

Services delivered by OCH A/S under the present Agreement are specified in documents adopted by the Telecommunication Industries Association in Denmark (TI).

OCH A/S shall deliver the services necessary to enable providers of telecommunications networks and telecommunications services to offer their customers statutory facilities for number portability. The OCH System is designed in conformity with the technical and administrative procedures adopted by the Telecommunication Industries Association in Denmark (TI Procedures).

At the time of signing this Agreement, these procedures comprise the following documents:

-   Rules and Procedures for Number Portability - version 1.7, dated 13 September 2004

-   Requirements/Transactions for Number Portability (Phase 2) - version 1.7, dated 13 September 2004

However, this is subject to the proviso that the OCH System has not necessarily implemented the most recently adopted procedures, see the version numbers above.

DIRECT CUSTOMER and INDIRECT CUSTOMER have been informed of, and shall comply with, the TI Procedures in force from time to time.

It shall be regarded as a breach of the Connection Agreement if DIRECT CUSTOMER or INDIRECT CUSTOMER does not comply with the adopted TI Procedures and TI industry agreements in force from time to time.

To the extent that DIRECT CUSTOMER does not comply with the TI Procedures referred to above, OCH A/S shall be able to suspend DIRECT CUSTOMER from the OCH System.

However, a suspension will only be effected in case DIRECT CUSTOMER's conduct is a material breach of its obligations under the TI Procedures, and is also of significant inconvenience to the other customers on the OCH System.

A suspension of DIRECT CUSTOMER implies that INDIRECT CUSTOMER will have to agree further details with OCH A/S on practical matters during the period of suspension.

DIRECT CUSTOMER and INDIRECT CUSTOMER should be aware that TI may have adopted versions of the TI Procedures above that are newer than the documents on which coding of the OCH System is based. This is because updates to the OCH System, initially, have to be negotiated with - and later developed by – OCH A/S before they can be implemented.

However, OCH A/S aims to ensure that later changes in TI Procedures that involve changes in the OCH System should be adopted by OCH A/S as soon as possible.

6. Prices:

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

All services under the present Agreement shall be delivered at the prices given in the OCH Price List. The Price List effective at the date of signing the present Agreement is appended as Annex 1.

Subject to a written notice of three months, OCH A/S shall be entitled to vary the prices in relation to INDIRECT CUSTOMER without INDIRECT CUSTOMER being entitled to terminate the Agreement, see also section 15.

7. Payment:

INDIRECT CUSTOMER shall arrange for payments to be made at the place of payment specified by OCH A/S from time to time. Subject to a written notice of one month, OCH A/S shall be entitled to change the specified place of payment.

OCH A/S will invoice INDIRECT CUSTOMER directly unless otherwise specifically agreed.

All services from OCH A/S will be invoiced monthly in arrears, the time allowed for payment being the date of invoice + 30 days. However, the monthly charge will be invoiced in advance.

In case of late payment, OCH A/S shall be entitled to charge INDIRECT CUSTOMER a fee according to the OCH Price List, see Annex 1. In case of late payment, interest will also be charged on the outstanding amount at a rate of 1.5% per month or fraction thereof.

OCH A/S shall be entitled to demand that DIRECT CUSTOMER and INDIRECT CUSTOMER provide proper security for their current usage of services bought from OCH A/S. The requirement for security to be provided may be made by OCH A/S both when the Agreement is concluded and at a later date.

DIRECT CUSTOMER shall be liable for all services invoiced from OCH A/S to INDIRECT CUSTOMER, see the Additional Agreement on Resale of OCH Services.

8. Operational aspects:

OCH A/S shall provide 24 hour Help Desk Support from ServiceCenter to DIRECT CUSTOMER and INDIRECT CUSTOMER regarding the OCH System.

INDIRECT CUSTOMER's usage of Help Desk Support from ServiceCenter will be invoiced by OCH A/S according to the current OCH Price List, see Annex 1.

The OCH System and the underlying production environment are designed to be available 24 hours a day, all days of the year, with the exception of planned Service Windows. However, OCH A/S does not provide any guarantee for such availability.

Service Windows are basically planned outside normal working hours during the period from 18.00 to 08.00 hours. Extraordinary interruptions - e.g. in case of system re-engineering - will be advised at a notice of 14 days.

In connection with the transition from/to summer time, there may be interruptions of a duration up to two hours.

OCH A/S Response Times are specified in Annex 4. OCH A/S does not give any guarantee as to when observed faults have been repaired.

OCH A/S ServiceDesk is physically manned all weekdays (Monday-Friday) 08.00 - 16.00 hours. In addition to this time schedule, a special on-call service is attached. Invoicing for the above services shall be made in accordance with the OCH Price List, see Annex 1.

DIRECT CUSTOMER shall not be entitled, either on its own or for INDIRECT CUSTOMER, to perform batch runs, which shall mean collection of major transaction volumes in one run, without prior agreement with ServiceCenter.

9. Duty to give information:

INDIRECT CUSTOMER shall notify OCH A/S as soon as possible of any faults or delays that INDIRECT CUSTOMER is experiencing in the OCH System.

DIRECT CUSTOMER shall inform OCH A/S without undue delay of any unplanned operating disturbance to the DIRECT CUSTOMER's own systems.

Furthermore, DIRECT CUSTOMER shall notify OCH of any planned Service Windows in good time and at a notice of at least 14 days.

INDIRECT CUSTOMER shall keep OCH informed on a current basis of the correct name and address of INDIRECT CUSTOMER's business. Furthermore, INDIRECT CUSTOMER shall inform OCH A/S on a current basis of the contact person for contractual relations between INDIRECT CUSTOMER and OCH A/S.

10. Limitation of liability:

OCH A/S does not assume any guarantee or liability for operating the OCH System and can in no circumstances be held liable for DIRECT CUSTOMER's or INDIRECT CUSTOMER's direct or indirect loss as a result of any inability of the OCH System to work.

Any guarantees given by DIRECT CUSTOMER to INDIRECT CUSTOMER or by INDIRECT CUSTOMER to its End-users for number porting times shall be no concern of OCH A/S.

11. Amendment of contractual terms:

Amendments of the present contractual terms shall only be valid if agreed in writing between the parties.

OCH A/S shall be entitled to demand that the contractual terms be amended if such amendments are required by the authorities. DIRECT CUSTOMER and INDIRECT CUSTOMER undertake to sign new contractual terms in case amendments are required by the authorities.

Subject to a notice of three months, OCH A/S shall also be entitled to amend the contractual terms without DIRECT CUSTOMER or INDIRECT CUSTOMER being entitled to terminate the Agreement, see also section 15.

12. Ownership of OCH data:

The intellectual property right in respect of all OCH data shall be held by OCH A/S. Neither DIRECT CUSTOMER nor INDIRECT CUSTOMER shall be entitled to use OCH data contrary to this property right.

13. Confidentiality:

All information received by DIRECT CUSTOMER or INDIRECT CUSTOMER regarding the functionality of the OCH System shall be treated confidentially and shall not be passed on to other parties except with the prior written consent of OCH A/S.

Moreover, all information received by OCH A/S regarding DIRECT CUSTOMER, INDIRECT CUSTOMER and the market situation of these shall be treated confidentially and shall not be passed on to other parties except with the prior written consent of DIRECT CUSTOMER or INDIRECT CUSTOMER.

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

14. Terms for resale:

Services bought from OCH A/S shall not be passed on, sold or used in any other way in relation to third parties except with the prior written permission of OCH A/S.

It shall be considered a material breach of the present Agreement if this obligation is disregarded by INDIRECT CUSTOMER.

OCH A/S shall be entitled to demand special payment for DIRECT CUSTOMER's use of OCH services in relation to third parties, cf. Terms for Resale (Additional Agreement regarding Resale of OCH Services).

INDIRECT CUSTOMER agrees and accepts that it is an explicit condition of the present Agreement that DIRECT CUSTOMER has concluded a current resale agreement with OCH A/S, cf. section 4.

INDIRECT CUSTOMER shall not be entitled to pass on OCH data to third parties.

15. Termination of the Agreement:

The present Agreement shall continue until terminated by one of the parties at a written notice of three months with effect from the end of a month. However, the Agreement shall cease without notice in case of material failure by one of the parties to perform its obligations.

In case OCH A/S has made use of its right to give notice of variations in prices and terms that are to the disadvantage of DIRECT CUSTOMER or INDIRECT CUSTOMER, cf. sections 6 and 11, DIRECT CUSTOMER or INDIRECT CUSTOMER shall have the opportunity, within 14 days after having been informed of such notice, to terminate the Agreement with effect from the date on which such price notice becomes effective.

In case OCH A/S has not received DIRECT CUSTOMER's or INDIRECT CUSTOMER's written notice of termination before expiry of the 14-day time limit referred to above, this special termination opportunity shall no longer apply.

16. Assignment of the Agreement:

Neither DIRECT CUSTOMER nor INDIRECT CUSTOMER shall be entitled to assign its rights or obligations under the present Agreement to a third party except with the prior written consent of OCH A/S.

OCH A/S shall be entitled to charge a special administration fee, cf. the OCH Price List in Annex 1, for arranging such assignment of the Agreement to a third party.

OCH A/S shall be entitled to assign its rights and obligations to a third party, including the facility management operator chosen from time to time.

17. Settlement of disputes:

Any dispute arising about the content of the present Agreement shall be settled under Danish law.

In case the dispute cannot be solved by negotiation between the parties, either party shall be entitled to submit the dispute to arbitration at an arbitration tribunal appointed by the Danish Institute of Arbitration in accordance with "Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)".
_____

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

ANNEX 1:

OCH PRICE LIST EFFECTIVE 01.01.2016:

Connection types:
Indirect connection: DKK   7.500,-   per connection established

Monthly charge:
Per indirectly connected customer incl.
Access to OCH online: DKK   1.500,-   per month

Routing database dump
An INDIRECT CUSTOMER can order database dumps via the Online System, the prices for dumps is listed below.

- dump of active porting data (Routing database dump)   DKK   1.500,-   per dump

ServiceCenter / Help Desk Support:
(Invoicing is per period of 15 minutes or fraction thereof)
Hourly payment
    (weekdays 08.00 - 16.00 hours):   DKK   995,-   per hour
Special on-call arrangement   DKK   1.990,-   per hour

Databasa lookups:
Database lookups using OCH online is free of charge
For up to 50.000 lookups per month. For more than
50.000 lookups the price is: DKK   1,-   per 100 lookups

List of OCH transaction prices:

Transactions[1]:
NP Create Order type 1:   DKK   6,-   per transaction
(Transaction type 001)
NP Create Order type 2[2]:   DKK   72,-   per transaction
(Transaction type 001 - type 2)

---

[1] Reference is made to the document "Requirements/Transactions for Number Portability (Phase 2)" for definition of the individual transactions. The amount stated will be invoiced to the operator initiating the individual transaction. The amount is invoiced on transmission of the transaction irrespective of whether the transaction is completed.

[2] The price applies to numbers belonging to the same End-user customer. The transaction type cannot be used for numbers belonging to different End-user customers.

NP Change type 1:	DKK	4,-	per transaction
(Transaction type 017)			
NP Change type 2^2:	DKK	9,-	per transaction
(Transaction type 017 - type 2)			
NP Create Light	DKK	3,-	per transaction
NP Range Update - initiating operator:	DKK	23,-	per transaction
NP Range Update - receiving operators:	DKK	0,-	per transaction

Administration fees:

For assignment of Agreement to a third party:	DKK	5.000,-	per occasion

Late payment:

Reminder fee:	DKK	150,-	per reminder

Interest charged at a rate of 1.5% per month or fraction thereof.

Reactivation fee:

In case of deactivation of INDIRECT customer
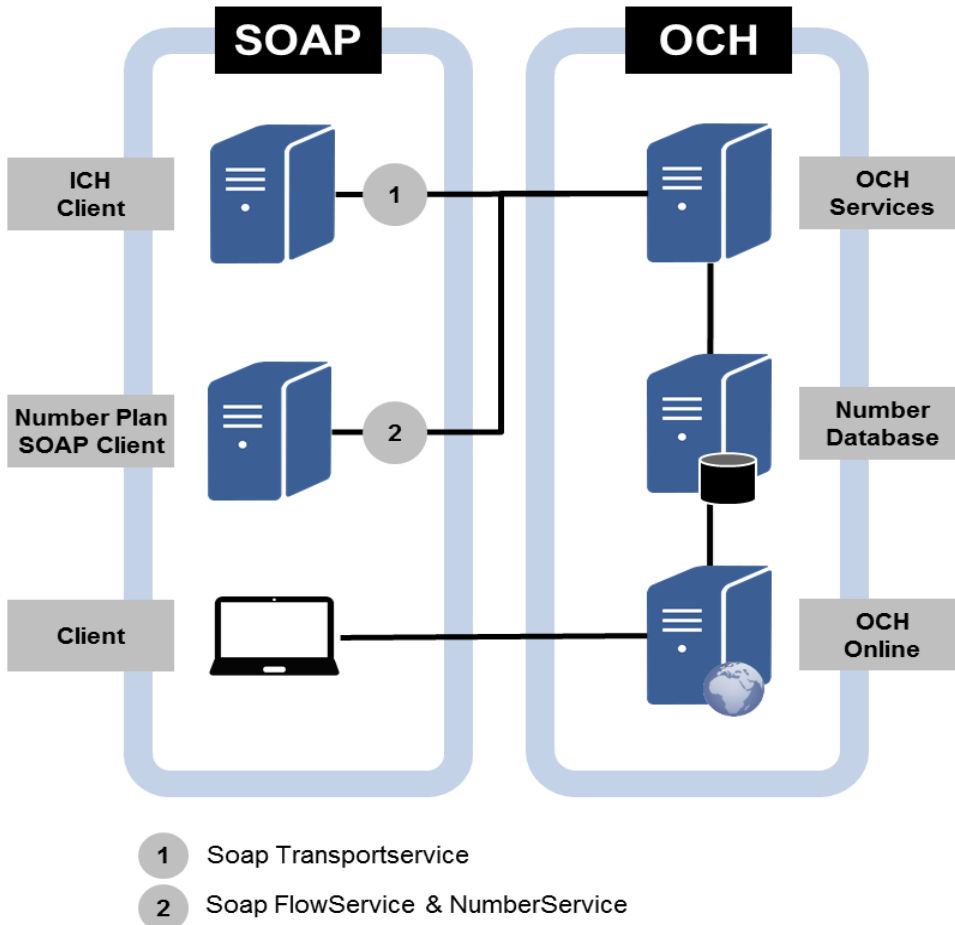due to lack of payment a reactivation fee

is charged:	DKK	7.500,-	per occasion

OCH A/S shall not be responsible for misprints, and the prices listed are subject to alteration.

All prices are exclusive of VAT.

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

ANNEX 2:

THE OCH SYSTEM

1 Soap Transportservice

2 Soap FlowService & NumberService

In addition to the transaction server itself, with the associated in/out trays per operator, the OCH System also consists of a number of auxiliary systems:

❖ Management
❖ Statistics
❖ Store and forward

ANNEX 3:

General functionality of the OCH Online System

Functionality
OCH online is a lookup database where it is possible to follow all portings in OCH and the location of the End-user number at network and/or service operators. Usage of this lookup tool is free, and it is designed to allow an individual staff member at INDIRECT CUSTOMER to follow a number porting flow or enquire about the current status of one or more telephone numbers.

Access
To enable lookup in OCH online, a user ID and password are required. These are to be handled separately by INDIRECT CUSTOMER.

One or two administrators shall be appointed to handle the ordering of passwords. All new passwords shall be ordered in writing from Helpdesk, and INDIRECT CUSTOMER shall define the user ID and password itself.

The administrators shall always be responsible for ensuring that the user ID is not used improperly and that outdated passwords are cancelled.

Forced closure of flows
Forced closure of flows via OCH online is possible, and this may only be done by the Flow Holder, i.e. the operator that sent NP Create. Forced closure can only be done when the Point of No Return has been passed, i.e. when the Flow Holder has sent an NP Completion, and OCH has sent the NP Update.

Forced closure can be undertaken by ordinary users and administrators at the Flow Holder.

However, Helpdesk is always able to undertake forced closure of a flow at an arbitrary stage of the flow, but the name of the person making the request must be registered. Such forced closure will most often imply clean-up of both the Donor's and Recipient's own systems.

These aspects are a natural consequence of the agreed TI Procedures. Thus, forced closure cannot be undertaken by INDIRECT CUSTOMER.

Ordering of Dumps and reports
The administrator at the INDIRECT CUSTOMER is able to order dumps via OCH online and will be invoiced at the rates shown in the current Price List in Annex 1.

Both the administrator and ordinary OCH online users can order reports via OCH online.

Restrictions
OCH online is not designed to handle lookups of the extent that may be generated by a computer setup. As a consequence, any attempt to connect a computer for automatic lookup will be considered as unauthorized use of OCH online and as a breach of the Agreement.

ANNEX 4:

Fault handling and technical/administrative support

ServiceCenter will provide Help Desk Support at three levels, referred to as level 1, level 2 and level 3 support.

All requests should be addressed to ServiceCenter, which may be contacted 24 hours a day, all days of the year. ServiceCenter is physically manned all weekdays 08.00 to 16.00 hours. During other periods, a special on-call service is must be used.

ServiceCenter will register all requests for technical/administrative assistance and reports about problems, and will subsequently deal with the problem report irrespective of the way in which the request was made.

Requests may be made for example by:

❖ Telephone
❖ E-mail
❖ Letter
❖ Automatic or manual means via the system log

For using ServiceCenter, a charge will be made according to the terms in Annex 1.

For the purpose of further processing, ServiceCenter will record all relevant information.

The following details must be registered:

❖ A heading describing the content of the report.
❖ The customer represented by the person in question, in a form and to an extent allowing the customer number to be retrieved.
❖ Who has made the request.

For reports of the category "problem", the following must also be registered:

❖ Contact person, who need not necessarily be identical with the person making the request, and any backup person.
❖ Telephone number/e-mail address of the person making the request, or who has been contacted regarding the problem.
❖ Time at which the event occurred.
❖ A meaningful description, error messages, symptoms etc. of the problem.
❖ Indication showing what transaction the report is about.

ServiceCenter will undertake an initial analysis of the problem without delay, determining its importance to the customer. Furthermore, it is assessed whether the problem at hand affects other customers.

Before the problem is given a priority, and before processing and possible on-call measures are initiated, ServiceCenter will assess if the affected component is to be in operation at the time concerned (Service Window).

Factors that determine the priority/severity of a problem are:

❖ Impact on the grade of service
❖ Number of users affected
❖ How often the problem arises
❖ Possibility of bypassing

OCH A/S
CVR-no. 18936909

c/o Telia
Holmbladsgade 139
DK-2300 Copenhagen S

Web: www.och.dk

Operators Clearing House
OCH Indirect Connection - version 2004-003

Fault priorities

Priority	Characteristics	Remarks	Processing Level 1	Processing Level 2	Processing Level 3	Total processing time
			On the basis of the priorities, the following processing times have been determined:			
0	The system is down and activities cannot continue. A service is out of operation. Several customers are affected.	For all priority 0 problems, the Problem Management function MUST be contacted by telephone immediately. Problem solver will be contacted by telephone. Work to proceed without interruption until solution/bypass reached.	< 15 min.	< 1 hour	< 1 hour	**< 1 hour**
1	The system is running, but continued operation is difficult. A service is partly out of operation. A fault is repeated at short intervals.	For all priority 1 problems, the Problem Management function MUST be contacted by telephone immediately. Problem solver will be contacted by telephone.	1 x 24 hours	< 1 x 24 hours	< 1 x 24 hours	**< 1 x 24 hours**
2	Priority reduced from 0 or 1, as a bypass has been found allowing continued operation at minor inconvenience. Serious problem with consequences for several users. Complaints to start at priority 2 as a minimum.		< 1 x 24 hours	< 2 x 24 hours	< 3 x 24 hours	**< 5 days**
3	Serious problem, but without consequences for other users.	Default, i.e. standard level for setting priorities.	< 2 x 24 hours	< 1 week	< 2 weeks	**< 1 month**
4	Minor, non-urgent problem	To be dealt with on an occasional basis.	< 2 x 24 hours	< 2 weeks	< 1 month	**< 2 months**
5	Problems that may await the next release. Problems that must not be forgotten, e.g. because further analysis may result in corrective action. Problems that have been solved and where the customer has	No time limitation. May be dealt with as proposal for new release.	No limitation	No limitation	No limitation	**No limitation**

Operators Clearing House
OCH Indirect Connection - version 2004-003

	been informed, but feedback etc. from the customer is outstanding.					