

- 1.5 The LIRO was amended by an Agreement dated 13 January 2012 which, inter alia, introduced a pilot SMS Service (the "Pilot SMS Service"), whereby BT and the Operator agreed to trial the Pilot SMS Service for a six month period (the "Pilot SMS Agreement").
- 1.6 The Operator and BT have now decided to provide the Pilot SMS Service on a permanent basis, and hereby agree to amend the LIRO in accordance with the terms of this Amendment Agreement as set out below.
- 1.7 Definitions set out in the LIRO shall also apply in this Amendment Agreement unless specifically stated otherwise or where the context otherwise requires and clause references in this Amendment Agreement shall be to clauses in the LIRO. This Amendment Agreement shall be effective on the date of last signature hereof, and the amendments detailed herein shall come into force on 29 March 2013.

2. Amendments to LIRO

- 2.1 The Parties agree that the definition of "Calling Party" in the LIRO shall be deleted and replaced with the following definition;

"Calling Party" a person placing an Emergency Call to the ECAS";

- 2.2 The Parties agree that the definition of "Emergency Call" in the LIRO shall be deleted and replaced with the following definition;

"Emergency Call" an electronic communication (such as a telephone call or SMS) that is forwarded from an undertaking to the ECAS operator for onward transmission to an emergency service, and includes a communication that may not be a genuine one;

- 2.3 The Parties agree that section 1.2 of the LIRO shall be amended as follows;

- 1.2 The following documents form part of this Agreement and, in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:

Main body of this Agreement

Schedule 5	Emergency Call Answering Service (ECAS)) (Fixed Emergency Calls, VOIP originated Emergency Calls, Non-Geographic Emergency Calls, and Mobile Emergency Calls)
Schedule 6	SMS Service
Schedule 1	Billing And Payment (shall not apply for LIRO)
Schedule 4	Location Information Requirements
Schedule 3	Generic Signaling System No.7 Specifications For ECAS (shall not apply for LIRO)
Schedule 2	Transmission Interconnect (shall not apply for LIRO)

2.4 The Parties agree that Section 5 of the LIRO shall be amended as follows:-

Clause 5.1 of the LIRO is amended as follows;

“5.1 The Operator shall convey Emergency Calls and BT shall provide the ECAS, pursuant to the Act, this Agreement and the Schedules hereto”.

Clause 5.2 is amended as follows;

“5.2 For LIRO Operators, this Agreement shall operate as the LIRO, and all parts of the Agreement apply to both Parties, with the exception of Clauses 3, 7, 9, 10.12 and 10.14, which shall not apply to LIRO Operators.”

2.5 The Parties agree that Section 6.1 of the LIRO shall be amended as follows:-

“6.1 BT shall use reasonable endeavors to provide to the Operator the level of service, as set out in Schedules 5 and 6 hereto.”

2.6 The Parties agree that the LIRO shall be amended by the updated Schedule 6 as set out in Appendix 1 to this Amendment Agreement, which for the avoidance of doubt shall replace the Pilot SMS Service and the existing Schedule 6 in its entirety.

3 Commencement

By the agreement of the Parties, the Pilot SMS Service shall be extended and shall continue up to 29 March 2013, at which time it will be replaced by the permanent SMS Service as defined herein. The changes referenced above shall be effected as of 29 March 2013.

4 Continuing Force and Effect

The provisions of this Amendment Agreement shall be subject to all of the provisions of the LIRO which shall continue in full force and effect as hereby amended. The Parties agree that the LIRO as amended by this Amendment Agreement, and any attachments specifically referenced in the LIRO and the Amendment Agreement, constitutes the entire agreement between the parties with respect to the subject matter of the LIRO and that it supersedes all prior proposals, purchase orders, agreements or understandings whether oral or written in relation to the subject matter hereof. If there is any conflict between the terms of this Amendment Agreement and the LIRO, the terms of this Amendment Agreement will prevail.

On behalf of
BT Communications Ireland Limited:

Signed: _____
Name: _____
Title: _____
Date: _____

On behalf of XXXX:

Signed: _____
Name: _____
Title: _____
Date: _____

APPENDIX 1

SCHEDULE 6 SMS SERVICE

Short Message System (SMS) access to the Emergency Call Answering Service (ECAS) & the provision of an SMS Relay Service by ECAS

1. Description of SMS Service

- 1.1 Subject to the provisions of this Schedule, BT will operate a service of a short message service ("SMS") utilising the code 112 from mobile operators in the Republic of Ireland ("SMS Service").
- 1.2 BT will provide a relay service between the Calling Party and the requested Emergency Service conveying the information contained in the Calling Party's SMS text to the relevant Emergency Service and conveying the reply of the Emergency Service to the Calling Party.
- 1.3 The SMS Service is being provided for use primarily by those who are hard of hearing, deaf or severely speech impaired in response to feedback received in the public consultation conducted by DCENR during 2009.1.4 Registration of the Calling Party's CLI is required to use the SMS Service and potential users are being encouraged to supply additional information via the www.112.ie website which is maintained and managed by ComReg.
- 1.4 This SMS Service connects to the existing third party SMS aggregation service currently used by the Operator in the Republic of Ireland ("SMS Aggregator").
- 1.5 The SMS text to the SMS Service shall be deemed an Emergency Call.
- 1.6 Both BT and the Operator acknowledge that both the delivery of a SMS from the Operator to the SMS Aggregator, and the delivery of a SMS from the SMS Aggregator back to the Operator cannot be guaranteed as SMS is a non real time service.

2. SMS Service Technical Information & Setup

- 2.1 SMS texts will be forwarded to the ECAS Operator by the SMS Aggregator, as in Figure 1 below. BT is providing resilient transmission links between the ECAS Point of Interconnect A and the connection to the SMS Aggregator Point of Interconnect X. N.B. the actual Point of Interconnect for the SMS Service will be the external interface of the connection from ECAS to the SMS Aggregator, referred to as "Point of Interconnect 'A'".

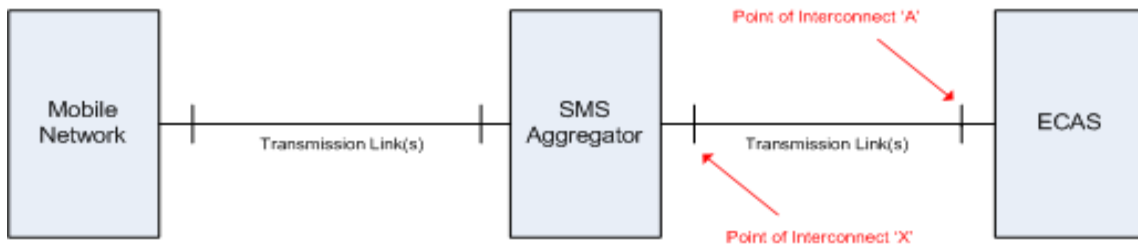


Figure 1 –SMS – ECAS Points of Interconnection

- 2.2 On receipt of an SMS text from a pre-registered CLI, the message will be routed to an ECAS Agent. The ECAS Agent will establish a voice connection to the appropriate Emergency Service and will then send and receive SMS texts to and from the Calling Party and relay the message(s) via voice to the Emergency Service.
- 2.3 No changes are required to the existing 999 or 112 voice infrastructure, however the SMS Service is a service that requires its own communication infrastructure to be connected to the Operator.
- 2.4 The SMS Service will support HTTP based inbound SMS texts received from the Operator via the SMS Aggregator. Outbound messages to the Calling Party will be sent via standard SMS text to the SMS Aggregator for onward transmission to the Operator.
- 2.5 The interface specification used for the transmission and reception of SMS texts between the ECAS and the SMS Aggregator has been agreed between BT and the SMS Aggregator and is available from BT upon request.
- 2.6 The details of each SMS text between the Calling Party and ECAS Agent are recorded and maintained by BT as required by the agreement between BT and the Authority.
- 2.7 The SMS Service will not be able to determine the location of the Calling Party from the SMS text, as Location Information is not contained in standard SMS protocol.
- 3. BT's General Obligations**
- 3.1 BT will maintain the short code 112 for the provision of SMS based access to the ECAS.
- 3.2 BT shall correct faults which occur in the ECAS which affect SMS communication to the ECAS in accordance with BT's normal engineering practices. For the avoidance of doubt, BT does not warrant that the SMS Service is, or will be, free from faults.
- 3.3 Where the Operator reasonably requires BT's assistance in replying to enquiries and complaints in respect of the SMS Service, BT shall investigate and report to the Operator within 14 Working Days of receipt of such request from the Operator.
- 4. The Operator's General Obligations**
- 4.1 The Operator will provide and receive SMS text to/from the SMS Service through the SMS Aggregator.

- 4.2 The Operator will provide access to the short code 112 for use by subscribers free of charge.
- 4.3 The Operator shall not enable its customers to send SMS text to the ECAS before the date agreed pursuant to paragraph 5.1.
- 4.4 The Operator will direct any end user queries about the SMS Service, in the first instance, to the terms & conditions held on the www.112.ie website and thereafter to BT on freephone 1800 882 830.
- 4.5 The Operator shall use all reasonable endeavours to correct faults which occur in the Operator System, which affect SMS texts to and from the ECAS.
- 4.6 For the avoidance of doubt, the Operator does not warrant that the SMS Service will be free from fault. The Operator shall have no liability whatsoever or howsoever to BT in respect of any loss or damage arising from any inherent limitations of SMS.
- 4.7 The Operator shall use its reasonable endeavours to give BT not less than 28 calendar days' written notice of any event that would impact the ability of the Operator to send SMS texts to the SMS Service.

5. Commencement

- 5.1 The Operator may convey SMS texts destined for the SMS Service subject always to the terms and conditions of this Agreement and in particular, this Schedule 6.

6. Billing

- 6.1 An Emergency SMS conversation is a series of SMS texts between one pre-registered CLI and the ECAS Operator in relation to one single incident or request for assistance from the Emergency Services ("SMS Conversation").
- 6.2 An SMS Conversation is, for billing purposes, deemed to be one Emergency Call.
- 6.3 Each SMS Conversation will attract the Call Handling Fee.
- 6.4 ECAS will bill the Operator for the number of SMS Conversations monthly.
- 6.5 BT will establish and keep call records for SMS Conversations. For each SMS text BT shall record the following:
- (i) Originating Network Identifier;
 - (ii) CLI; and
 - (iii) the date and time when the SMS text was received.
- 6.6 BT will provide the billing information set out in paragraph 6.5 of this Schedule ("Billing Information") above with each invoice to enable the Operator to validate the invoice.
- 6.7 BT will provide a paper invoice, and if requested, will provide an electronic invoice to the address of the Operator agreed between the Parties.
- 6.8 If the Operator raises questions with BT about the invoice BT shall answer such questions within 10 Working Days after receipt of same from the Operator. This

exchange of questions and answers shall not be construed as part of the dispute procedure detailed in section 9 below.

- 6.9 If the Billing System malfunctions and fails to provide all of the Billing Information necessary to prepare an invoice, the Operator shall at the request and reasonable expense of BT use its reasonable endeavours to supply the missing information to BT. There shall be no liability on BT of any nature whatsoever or howsoever arising for the preparation of an incorrect invoice resulting from inaccuracies in such information provided by the Operator to BT. BT acknowledges that any information supplied to it by the Operator pursuant to this paragraph shall have been supplied via a verification system (rather than the Billing System) and the Operator cannot warrant that the information is free of error.

7. Invoices

- 7.1 The Operator shall pay each invoice within 30 days of the date of the invoice.

8. Payment

- 8.1 Subject as stated below, all charges due by the Operator to BT under this Agreement for SMS Conversations shall be payable by the Due Date.

- 8.2 If, pursuant to paragraph 9.1, the Operator shall have notified BT of a dispute relating to such invoice within 14 days of the invoice, and such dispute shall not have been resolved before the Due Date, and if the amount in dispute represents:

- (i) a sum less than less than 10 per cent of the total amount of the relevant invoice (excluding VAT), the total amount invoiced shall be due and payable on the Due Date; or
- (ii) a sum of at least 10 per cent or more of the total amount of the relevant invoice (excluding VAT), the amount in dispute (and VAT on the disputed value) may be withheld until the dispute is resolved and the balance shall be due and payable on the Due Date.

- 8.3 Notwithstanding notification of a dispute pursuant to paragraph 8.1, if the Operator fails to pay on the Due Date any amount due under this Agreement BT shall be paid interest at the Interest Rate as at the Due Date in respect of any such amount outstanding. Failure to remit payment is a breach of this Agreement for which BT may commence termination of this Agreement as set out in clause 20 of the main body of the Agreement.

- 8.4 Interest at the Interest Rate shall be payable as follows:
- (i) for late payment, from and including the day after the Due Date ending on the date of payment;
 - (ii) such interest shall accrue day by day and shall not be compounded; and
 - (iii) interest at the Interest Rate may be invoiced monthly or quarterly.

- 8.5 VAT shall be added to all or any part of the charges under this Agreement and shall be paid by the Operator.

9. Billing Disputes

- 9.1 If the Operator has a billing dispute, and intends to withhold disputed amounts in accordance with Clause 9.2 hereof, it shall notify the Head of Operations – ECAS in writing within fourteen (14) days from the date of the relevant invoice. If the Operator has a billing dispute (where disputed monies are not being withheld) it shall notify the

Head of Operations – ECAS in writing within twenty four (24) months of the Due Date of the relevant invoice. Notifications of billing disputes shall be in the form set out in the Billing Dispute Notification Form as published on the ECAS Website from time to time and shall include an explanation of the amount disputed, the reasons and all relevant information.

- 9.2 BT will then review and provide a response within fourteen (14) days of receipt of such Dispute Notification Form. Where appropriate, Emergency Call details, strictly limited to information relevant to accounting, may be provided on request to the Operator, using an audited access process.
- 9.3 Any dispute which has not been settled by BT and the Operator within fourteen (14) days of the matter being raised, may be escalated by either Party by notice in writing to the other Party.
- 9.4 If the dispute is not resolved at the first level within fourteen (14) days of escalation either Party may refer the dispute to a second level.
- 9.5 If the dispute is not resolved at the second level within five (5) days of escalation (or such longer timeframe as the Parties may agree in writing) either Party may refer the dispute to arbitration in accordance with paragraph 19.6 of the Agreement.
- 9.6 The above process is without prejudice to the rights of either Party under the Legislation.

10. **Undetected Billing Errors**

- 10.1 It may be necessary from time to time to issue an additional Invoice or credit note (in accordance with the terms of this Agreement) in order to recover charges arising from the under or over-billing of services or as a result of agreement between the Parties. The issuing Party shall also provide a reasonable level of detail to support the additional invoice or credit note. Such invoice or credit note may be subject to Clause 19 of the Agreement in the event of a dispute.
- 10.2 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within twenty four (24) months of the date of the end of that Billing Period. When either Party becomes aware of an error in the process, they must undertake all reasonable endeavours to make the necessary correction and where possible an estimate of the financial impact of these undetected errors should be provided.