

## Explanatory Memorandum to Cross-Connection at Submarine Cable Landing Station

- 1.1 MT owns, operates and manages a Submarine Cable System and Submarine Cable Landing Stations in the Territory of Mauritius. The operation and Maintenance of the Submarine Cable Systems and the Submarine Cable Landing Stations are governed by the terms and conditions of the Agreement between the investing members in the Submarine Cable Systems.
- 1.2 In October 2010, Government introduced the 'Open Access Policy' for undersea cable landing stations in Mauritius with a view to: (i) allowing interested parties, on equal conditions with a transparent relation between cost and pricing, to get access to and share communication resources on one level to provide value-added services on another level in a layered communication system; and (ii) encouraging market entry from smaller local companies and seek to ensure that no entity can take a position of market power.
- 1.3 In the Government Budget Speech for 2012, under paragraph 158, it was announced that: *"We are further opening connectivity to give long distance telecom operators the right of access to connect to international gateways via our two landing stations. There will thus be more competition. And businesses will be able to connect to multiple service providers."*
- 1.4 The Authority has, thereafter, for the purpose of implementing the above Government Policy decided that cross-connection services should be provided at submarine Cable Landing Stations in an efficient, transparent and non-discriminatory manner. Accordingly, the Authority had requested Mauritius Telecom Ltd to amend its Master Agreement for Interconnection Service in order to incorporate Cross-Connection offer.
- 1.5 Mauritius Telecom Ltd has at the conclusion of a consultative process, on 24 February 2012, submitted its proposal. The Authority has analysed the proposal in detail, while taking into account international benchmarks on the subject matter and is now presenting the Reference Cross-Connection Offer document in its final form.

REFERENCE CROSS-CONNECTION OFFER  
AT SUBMARINE CABLE LANDING STATION  
MASTER AGREEMENT - SCHEDULE 2

**CONTENTS**

1. GENERAL
2. DEFINITIONS
3. CROSS-CONNECTION SERVICE
4. CROSS-CONNECTION SITES
5. ACCESS TO THE CROSS-CONNECTION SITES
6. INSTALLATION AND MAINTENANCE
7. LIABILITY
8. BANK GUARANTEE
9. AVAILABILITY OF SPACE AT THE CROSS-CONNECTION SITE
10. ADDITIONAL SERVICES AT CROSS-CONNECTION SITE
11. ORDERING AND PROVISIONING PROCEDURE
12. SUSPENSION OF AGREEMENT
13. TERMINATION OF AGREEMENT

**ANNEX 1: LIST OF CROSS-CONNECTION SITES**

**ANNEX 2: CHARGES AND PAYMENT**

**ANNEX 3: OPERATION AND MAINTENANCE**

**ANNEX 4: ACCESS AND SECURITY**

**ANNEX 5: CROSS-CONNECTION SERVICE ORDER FORM**

## 1.0 GENERAL

- 1.1 The terms and conditions of this Cross-Connection Offer is subject to the rights and obligations of investing members of the Submarine Cable System Consortium
- 1.2 This Cross-Connection Offer sets out the terms and conditions under which Mauritius Telecom Ltd (**MT**) will provide the **REQUESTING LICENSEE** with Cross-Connection Service at its Submarine Cable Landing Station(s), subject to clause 3.2.
- 1.3 The scope of this Cross-Connection Offer does not include supply of Backhaul Circuit by MT and/or supply of Cross-Connection facilities at a site outside the Submarine Cable Landing Station premises.

## 2.0 DEFINITIONS

In this Offer, unless the context otherwise requires:

Term	Definition
Backhaul Circuit	A domestic telecommunication circuit which connects international capacity from the Cable Landing Station Site to the infrastructure of the <b>REQUESTING LICENSEE</b> .
Capacity Owner	(i) any member of the Submarine Cable System Consortium and who is also a <b>REQUESTING LICENSEE</b> ; or (ii) any other party who is not a member of the Submarine Cable System Consortium but who has acquired capacity on the Submarine Cable System and who is also a <b>REQUESTING LICENSEE</b> .
Charges	All charges payable by the <b>REQUESTING LICENSEE</b> to MT under this Agreement.
Cross-connection Charges	The charges payable by the <b>REQUESTING LICENSEE</b> to MT for Cross-connection Services.

Term	Definition
Requesting Licensee Facilities	The Cross-connection equipment such as Multiplexes, transmission equipment, and other termination units (as the case may be) that is installed by the <b>Requesting Licensee at the Cross-connection Site</b> for the purpose of receiving Cross-Connection Services from MT.
Cross-Connection Facilities	The infrastructure as provided by MT at the Cross-connection Site for the provision of Cross-Connection Services to a Requesting Licensee.
Cross-Connection Service(s)	Shall have the meaning as set out at clause 3.2
Cross-Connection Site	The location provided by MT, within the Cable Landing Station premises, for the -interconnection of international capacity from the Cable Landing Station to the Requesting Licensee Facilities by means of the Cross-connection Services
Eligible Entity	<b>REQUESTING LICENSEE</b>
Indefeasible Right of use (IRU)	<p>the right to use the Reference Capacity,</p> <ul style="list-style-type: none"> <li>(i) on long term lease for the period for which the submarine cable remains in effective use; or</li> <li>(ii) acquired (including equipment, fibers or capacity) under an agreement entered into between the Capacity owner and a <b>REQUESTING LICENSEE</b>.</li> </ul>
Landing Party	MT who is the owner of Submarine Cable Landing Stations in the Territory of Mauritius.
Reference Capacity	<p>the international submarine cable capacity,--</p> <ul style="list-style-type: none"> <li>(i) in the submarine cable system landing at the Submarine Cable Landing Station in Mauritius;</li> <li>(ii) acquired whether on ownership basis or lease basis by the <b>REQUESTING LICENSEE</b></li> <li>(iii) activated by the owner of the Submarine Cable System</li> </ul>

Term	Definition
Requesting Licensee	<p>A Telecommunication operator in the territory of Mauritius holding:</p> <p>(i) an International Long Distance Operator (C.04), holding license to act as such, and, who has been allowed under the license to seek access to international bandwidth capacity in Mauritius; or</p> <p>(ii) a Networking Services Provider (International) (B.02), holding valid international gateway permission or licence to act as such, and, who has been allowed under the licence to seek access to International bandwidth capacity in Mauritius;</p>
Submarine Cable Landing Station	The location at which the international submarine cable system lands and such location includes buildings containing the onshore end of the submarine cable and is owned either by the Submarine Cable System consortium and/or the Landing Party
Submarine Cable System	Any submarine cable having capacity terminating and/or transiting at a cable landing station in the Territory of Mauritius;
Submarine Cable System Consortium	All parties who are investing members in the Submarine Cable System and signatory of the agreement governing the relationship between such members.
Term	This Agreement shall be valid for a period of three (3) years, starting on the effective date.
Third Party	Refers to Capacity Owner

### 3.0 CROSS-CONNECTION SERVICE

3.1 Cross-Connection Service is provided to **REQUESTING LICENSEE** by **MT** subject to the terms and conditions set out in this Offer.

3.2 Cross-Connection Service at the Cross-connection Site, as provided by **MT** to **REQUESTING LICENSEE**, shall consist of:

- (i) provision of Cross-connection circuit on a per circuit basis at the minimum rate of 155Mbps;

(ii) handover of the circuit at the - the **Requesting Licensee Facilities** using fibre optics patch cords with LC connectors; and

(iii) provision of the following facilities:

- One Rack Space, i.e 42U Rack (600 mm \*600 mm) to host the Requesting Licensee Facilities
- One Secured, .a.c. electrical power source ( Maximum 1.5KW with 2\*16 Amperes Circuit Breakers)
- Environment services such as air-conditioning and humidity control ,
- Security and site maintenance at the Cross-Connection Site; and
- Physical Access to the Cross-Connection Site.

#### **4.0 CROSS-CONNECTION SITES**

The list of Cross-Connection Sites, which may be amended from time to time by **MT** as at the date of this Agreement, is listed at Annex 1.

#### **5.0 ACCESS TO THE CROSS-CONNECTIONSITE**

5.1 **MT** shall grant access to the Cross-Connection Site in accordance with the procedures outlined herein at Annex 4

5.2 **MT** shall grant access only to designated person in accordance with Annex 4

5.3 The **REQUESTING LICENSEE** shall at all times comply to the access and security procedures as may be amended from time to time by **MT** as outlined at Annex 4 when accessing the Cross-Connection Site.

#### **6.0 INSTALLATION AND MAINTENANCE**

6.1 Except as provided in this Cross-Connection Offer, the **REQUESTING LICENSEE** shall, at its own costs and expenses, provide all installation materials and manpower needed for the installation of its Cross-Connection Facilities (list to be submitted by Requesting Licensee to **MT** for approval) at the Cross-Connection Site.

6.2 Where **MT** is required to perform or carry out additional works not covered

under the provision of Cross-Connection Services, and the charges are not herein defined, the **REQUESTING LICENSEE** shall pay to **MT** all reasonable costs incurred subject to:

- (a) the costs incurred by **MT** relate to the work that **MT** must perform in order to provide space and/or additional services at the Cross-Connection Site;
- (b) before incurring the costs, **MT** will provide the **REQUESTING LICENSEE** with fourteen (14) days' notice of the costs involved to undertake such work; and
- (c) **MT** shall obtain the prior approval of the **REQUESTING LICENSEE** for the additional work, and if the **REQUESTING LICENSEE** does not provide its approval within the time period specified, then **MT** shall consider that such work is no longer required.
- (d) The **REQUESTING LICENSEE** shall at all times comply with the procedures outlined at Annex 3 (as may be amended from time to time by **MT** for the installation, maintenance and operation of the Requesting Licensee at the Cross-Connection Site.
- (e) Where any diversion or maintenance of existing shared infrastructure in the Cross-connection Site such as but not limited to cable trays, ladders, air-conditioning and site security devices used for the purpose under this Cross-Connection Offer requires the installation of additional infrastructure within the Cross-Connection Site, all the **REQUESTING LICENSEES** will bear the costs associated with such installation, proportionately based on the **REQUESTING LICENSEE**'s usage.

## **7.0 LIABILITY**

- 7.1 Save and except the liability provisions under the Master Agreement, **MT** shall in no circumstance be responsible and liable for any damages caused to the **REQUESTING LICENSEE**'s Facilities.
- 7.2 **MT** shall in no circumstance be responsible and liable for any damages caused to the **REQUESTING LICENSEE**'s Facilities due to water leakage, air conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond **MT**'s control at the Cross-Connection Site.

7.3 MT shall in no circumstance be responsible and liable for any fault and/or outage on the Submarine Cable System.

## **8.0 BANK GUARANTEE**

8.1 The **REQUESTING LICENSEE** shall upon acceptance of its Cross-Connection Service Order by **MT**, provides an irrevocable and unconditional bank guarantee valid throughout the Term of this agreement and a further period of two months after the Term.

8.2 The amount of the Bank Guarantee shall be equivalent to 3 months Cross-Connection Circuit and Space rental charges.

8.3 In the event of any change in the Cross-Connection Charges, the **REQUESTING LICENSEE** shall review the amount of the bank guarantee and submit same to **MT**.

## **9.0 AVAILABILITY OF SPACE AT A CROSS-CONNECTION SITE**

For the purposes of this Cross-Connection Offer, **MT** shall take into consideration the following when assessing the availability of space at a Cross-Connection Site:

- (a) **MT's** reasonably anticipated requirements in the next two years for space at the Cross-Connection Site for the provision to itself and its Customers;
- (b) **MT's** reasonably anticipated requirements in the next two years for space at the Cross-Connection Site for operation and maintenance purposes;
- (c) the **REQUESTING LICENSEE(S)** requirements (including for operation and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (d) security and confidentiality requirements or restrictions imposed on **MT** by any authority; or
- (e) whether **MT** has plans or otherwise proposes to decommission the Cross-Connection Site within six (6) months of the date of the Cross-Connection Service Order Form.

## **10.0 ADDITIONAL SERVICES AT CROSS-CONNECTION SITE**

10.1 If the **REQUESTING LICENSEE** wishes to replace, modify or rearrange



existing Facilities at the Cross-Connection Site or to install additional equipment on the Cross-Connection Site, the **REQUESTING LICENSEE** must submit a new Cross-Connection Service Order Form. The Cross-Connection Service Order Form must also contain the following information:

- (a) purpose of replacement, modification or rearrangement;
- (b) date, time and duration of replacement, modification or rearrangement;
- (c) detailed description of works and process to be carried out in the Cross-Connection Site;
- (d) the Requesting Licensee Facilities to be installed, replaced, modified or rearranged;
- (e) any assistance required from **MT** (subject to approval and charges);
- (f) a description of the precautions on how the **REQUESTING LICENSEE** would ensure that the replacement, modification, rearrangement or addition would not affect any **MT** plant or equipment; and
- (g) any other information which the **REQUESTING LICENSEE** believes would be useful to **MT** in assessing the **REQUESTING LICENSEE**'s request.

10.2 The **REQUESTING LICENSEE** shall pay all additional cost and charges for the new request.

## **11.0 ORDERING AND PROVISIONING PROCEDURE**

11.1 The **REQUESTING LICENSEE** shall submit its Cross-Connection Service Order Form for Cross-Connection Services in the form at Annex 5 with a copy to the Authority

11.2 The **REQUESTING LICENSEE** shall submit a new Cross-Connection Service Order Form to **MT** each time the **REQUESTING LICENSEE** wishes to activate an additional circuit.

11.3 **MT** may reject a Cross-Connection Service Order if:

- (a) the **REQUESTING LICENSEE** is not an Eligible Entity; or
- (b) the Cross-Connection Service Order Form does not contain all the required information; or
- (c) the space requested is not within the limits specified by clause 3.3 or,
- (d) for technical feasibility

11.4 **MT** will inform the **REQUESTING LICENSEE** of the reasons for refusing a Cross-Connection Service Order.

11.5 The **REQUESTING LICENSEE** acknowledges that the space allocated and the actual placement of the Requesting Licensee Facilities shall be determined by **MT**. **MT** is not obliged to place the same **REQUESTING LICENSEE**'s Facilities adjacent to each other provided that **MT** will use its reasonable endeavours to accommodate any reasonable request for adjacent placement made by the **REQUESTING LICENSEE**.

11.6 **MT** shall process all Cross-Connection Service Order Form on a 'first come, first serve' basis and shall within 30 days of receipt of an application made a determination thereon.

## **12.0 SUSPENSION OF AGREEMENT**

12.1 Subject to clause 18.0 of the Master Agreement, **MT** may suspend the **REQUESTING LICENSEE**'s Agreement at any time until further notice to the **REQUESTING LICENSEE** if:

(i) the **Requesting Licensee**'s Facilities causes or is likely to cause physical or technical harm to any telecommunications network, system or service (whether of **MT** or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of **MT**'s Network, and,

(ii) there is default in payment of any charges due under this Cross-Connection Offer by the **REQUESTING LICENSEE**, and

(iii) there is non-compliance with Clause 8.2 (Bank Guarantee) of this Schedule by the **REQUESTING LICENSEE**.

12.2 Without limiting the exclusions or limitations of liability in this Agreement, **MT** shall not be liable to the **REQUESTING LICENSEE** for any Loss resulting from, or in connection with, suspension of Agreement under this clause.

## **13.0 TERMINATION OF AGREEMENT**

13.1 **MT** may terminate the Agreement at any time with immediate effect by giving notice to the **REQUESTING LICENSEE** as provided under clause 18 of the Master Agreement and under this clause if:-

13.1.1 the **REQUESTING LICENSEE** fails to complete the installation of the **Requesting Licensee**'s Facilities within

thirty (30) Working Days after signature of the Master Agreement. If the **REQUESTING LICENSEE's** failure to complete installation is attributable to circumstances beyond the **REQUESTING LICENSEE's** reasonable control, **MT** will grant a reasonable extension of time for installation to the **REQUESTING LICENSEE** at the **REQUESTING LICENSEE's** request. A **REQUESTING LICENSEE's** request under this clause must describe the circumstances beyond the **REQUESTING LICENSEE's** control and such request must be received prior to the expiry of the aforementioned thirty (30) Working Day period,

- 13.1.2 (a) the **REQUESTING LICENSEE** is no longer an Eligible Entity;
- (b) in **MT's** reasonable opinion, the **REQUESTING LICENSEE** is using the Cross-Connection Service in contravention of any applicable law, licence, Regulations , Directives issued by the Authority any terms and conditions of the Agreement governing the relationship of the Cable investing Members;
- (c) the Cross-Connection causes or is likely to cause physical or technical harm to **MT** Network or Cross-Connection Site, including but not limited to causing damage, interfering with or causing deterioration in the operation of **MT** Network;
- (d) the Requesting Licensee Facilities are used for a purpose other than for the purpose contemplated under the Cross-Connection agreement;
- (e) the **REQUESTING LICENSEE** locates equipment other than the Requesting Licensee's Facilities in the Cross-Connection Site
- (f) the Cross-Connection Site has become unsafe for its purpose; or
- (g) **MT's** right to own, maintain or operate the Cross-Connection Site is revoked or terminates or expires.
- 13.2 Subject to clause 18.0 of the Master Agreement, **MT** may terminate this Cross-Connection agreement with ten (10) Working Days' prior written notice, if the **REQUESTING LICENSEE** removes or abandons the **Requesting Licensee's** Facilities and the **REQUESTING LICENSEE** did not dispute such written notice by **MT**.
- 13.3 If at any time during the term of this Cross-Connection agreement is to be terminated because of the closure of that Cross-Connection Site, **MT**

must give the **REQUESTING LICENSEE** prior written notice of thirty (30) days. In the event of a closure of a Cross-Connection Site, **MT** must take reasonable measures to minimise disruptions to the **REQUESTING LICENSEE** in the provision of its service to End Users. The **REQUESTING LICENSEE** shall bear its own cost associated with the closure of a Cross-Connection Site. In the event that the **REQUESTING LICENSEE** requests assistance from **MT** within thirty (30) Working Days after receiving a notice under this clause to provide an alternative solution to the Cross-Connection space which is being terminated, **MT** will use its reasonable endeavours in providing such assistance. The **REQUESTING LICENSEE** shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its Customers with services. Nothing in this clause prevents **MT** from terminating the Cross-Connection agreement at the end of the six (6) month notice period under this clause provided that **MT** has complied with this clause.

13.4 Upon expiry or termination of the Cross-Connection Agreement:

(a) the **REQUESTING LICENSEE** must discontinue the use of the **Requesting Licensee's** Facilities and remove the **Requesting Licensee's** Facilities from the Cross-Connection Site immediately at its own costs and expenses; and

(b) **MT** shall reinstate the Cross-Connection Site and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the **REQUESTING LICENSEE** other than in circumstances where the **REQUESTING LICENSEE's** discontinuation of the use of the **Requesting Licensee's** Facilities is a direct result of **MT's** decommissioning of the Cross-Connection Site.

13.5 If the **REQUESTING LICENSEE** fails to discontinue the use of the **Requesting Licensee's** Facilities and remove the **Requesting Licensee's** Facilities, **MT** shall remove the **REQUESTING LICENSEE's** Facilities and reinstate the Cross-Connection Site to its original condition. The **REQUESTING LICENSEE** shall pay to **MT** all reasonable costs associated with the work undertaken by **MT** including the disposal of the **Requesting Licensee's** Facilities. In such event, the **REQUESTING LICENSEE** shall have no claim whatsoever, against **MT** related to or in connection with the work undertaken by **MT**.

13.6 Upon termination of the Cross-Connection Agreement, any physical access granted to the Cross-Connection Site shall also be terminated and restricted.

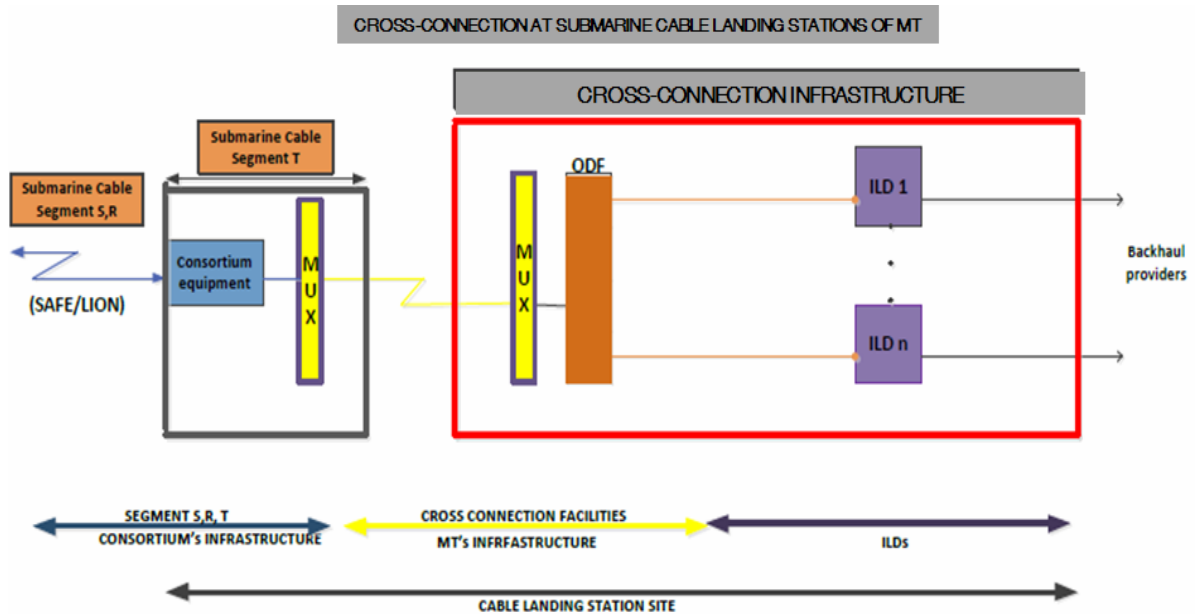
13.7 The **REQUESTING LICENSEE** may terminate this Agreement with a prior written notice of 3 months to **MT** provided that the **REQUESTING LICENSEE** pays to **MT** all charges due until the Term of this Agreement.

# ANNEX 1

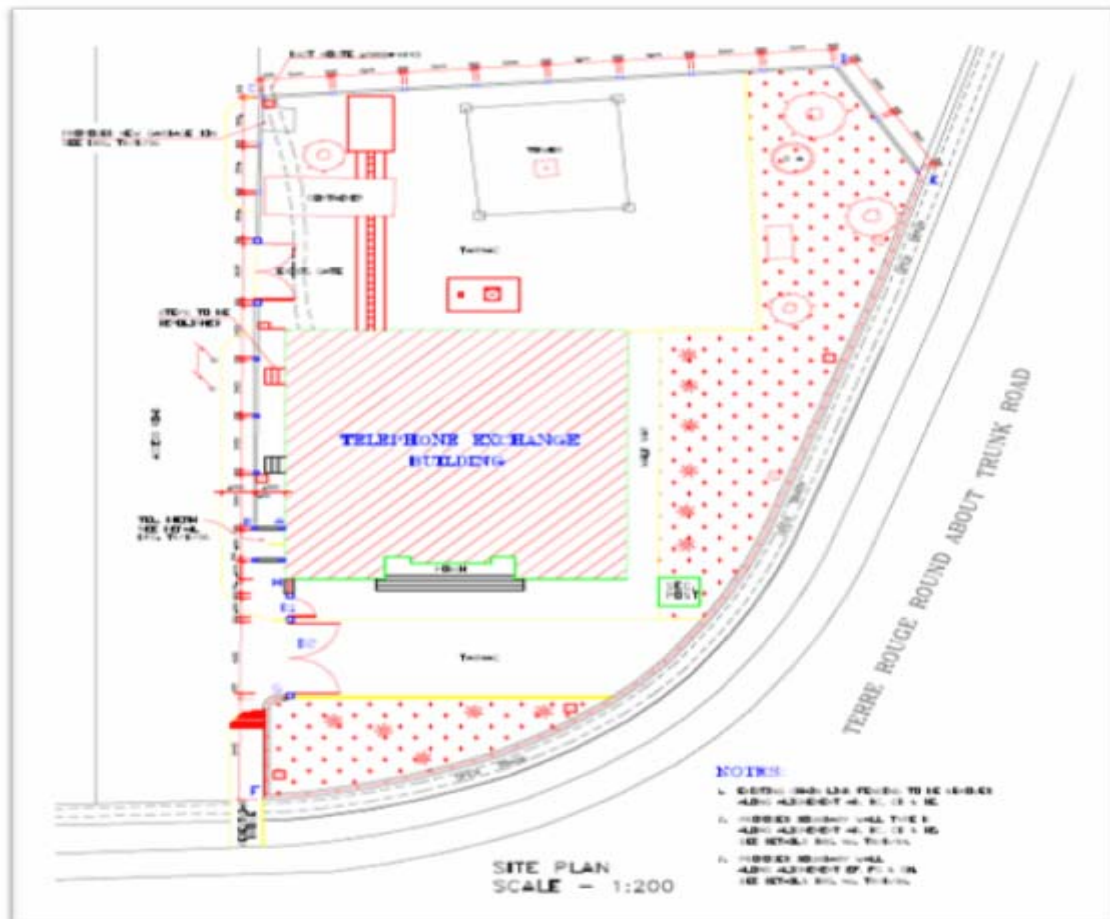
## LIST OF CROSS-CONNECTION SITES

Serial Number	Description of Site location on CLS Premises
1	Baie Jacotet
2	Terre Rouge

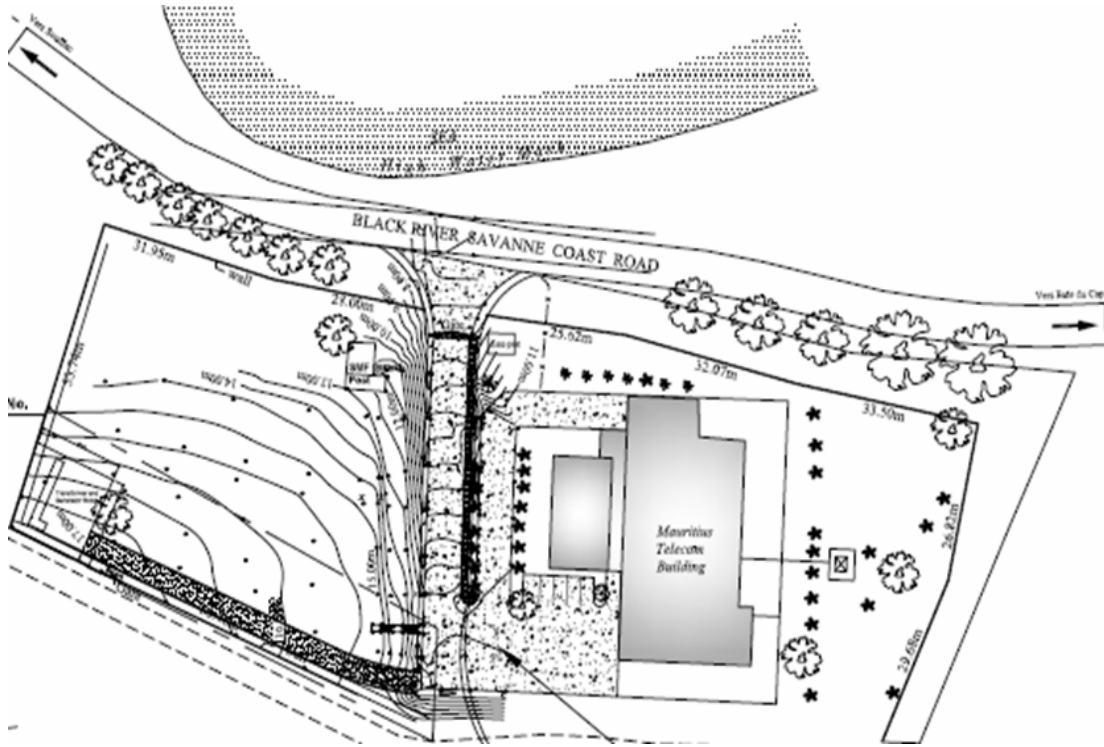
### Map and Site Plan



# 1. TERRE ROUGE



## 2. BAIE JACOTET



## ANNEX 2

### CHARGES AND PAYMENT

#### 1.0 CHARGES

1.1 The Charges applicable for Cross-Connection Services are provided in the table below:

	Once-Off Charge (USD) Excluding VAT	Monthly Rental (USD) Excluding VAT
Physical space for one 42U Rack (600x600) and one 1.5kW a.c Power Source		
Initial power setup for 2x16Amp Circuit Breakers		
Charge per additional 1 kW Power		
Pre-cabling from rack(s) to ODF One fiber pair Single Mode		
Cross-Connection Circuit (STM1) at Baie Jacotet CLS		
Cross-Connection Circuit (STM1) at Terre Rouge CLS		

#### 1.2 Technical Intervention

All technical intervention except those whereby **MT**'s equipment is faulty: will be charged at a rate of .....



## 2.0 PAYMENT

- 2.1 Invoices for Cross-connection Services by **MT** shall be in accordance with the payment terms under Clause 6.0 of the Master Agreement and as herein provided.
- 2.2 Invoices for monthly rental shall be issued monthly in advance by **MT**.
- 2.3 Invoices for the once-off charges shall be issued and paid in advance to **MT**.
- 2.4 **MT** shall issue separate invoices to the **Requesting Licensee** for any additional works required and/or requested in the provisioning of the Cross-Connection Service.
- 2.5 Failure by the **Requesting Licensee** to settle any invoice or part thereof within thirty (30) Days from the date of issue shall automatically bear a surcharge of 10 % without the necessity for the fulfilment of any judicial or extra-judicial formality.
- 2.6 If the invoice and surcharges remain unsettled for a further period of 30 days, **MT** shall have the right to take any action deemed necessary including but not restricted to suspension of service **MT** shall notify the **Requesting Licensee** that Services will be suspended, until such time that outstanding balance, inclusive of surcharge is paid in full.

## ANNEX 3

### OPERATION AND MAINTENANCE

#### 1.0 INSTALLATION OF EQUIPMENT AT CROSS-CONNECTION SITE

- 1.1 Prior to commencing installation of the **Requesting Licensee's** Facilities, the **Requesting Licensee** must submit detailed installation plans and installation timetable no less than ten (10) Working Days before commencement of works for **MT's** approval. The **Requesting Licensee** shall not commence installation of its the **Requesting Licensee's** Facilities until it has received **MT's** approval.
- 1.2 The **Requesting Licensee** must not locate equipment other than the **Requesting Licensee's** Facilities in the Cross-Connection Site.
- 1.3 The **Requesting Licensee** shall ensure that its the **Requesting Licensee's** Facilities does not cause any interference to the other Party's equipment, plant, facilities, networks and the equipment of other occupying **Requesting Licensees** in the Cross-Connection Site, including when installing equipment. In the event of any interference, the Parties shall take in good faith, reasonable measures to resolve the problem promptly. Where the **Requesting Licensee's** Facilities is causing interference to existing equipment and the interference cannot be resolved, the **Requesting Licensee** shall remove the source of interference immediately.
  - 1.3.1 If **MT** determines that any interference from the **Requesting Licensee's** Facilities poses an immediate risk of personal injury or significant property damage, it may, withdraw physical access and at the **Requesting Licensee's** cost, take measures necessary to prevent such injury or damage. Otherwise, **MT** may provide the **Requesting Licensee** with five (5) Working Days' notice to rectify the interference. After such time, if the interference continues, **MT** may withdraw physical access and at the **Requesting Licensee's** cost, take measures to prevent the interference.

#### 2. STANDARD OPERATING PROCEDURES AND SAFETY

- 2.1 **MT** may attend the Cross-Connection Site to which access has been approved for the installation, modification, replacement or addition of the equipment to verify that the Requesting Licensee is undertaking the installation, modification, maintenance, operation, replacement or addition of the equipment in accordance with the approved request and the installation plans.

- (a) The **Requesting Licensee** shall consult with and obtain the consent of **MT** before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.
  - (b) No Hot Works shall be carried out by the **Requesting Licensee** without prior approval from **MT** and any such works must be performed in accordance with **MT's** safety procedures. Hot Works means any work involving riveting, welding, flame cutting, burning, gouging or any other work involving the use of heat for producing sparks.
  - (c) No flammable or hazardous materials shall be used by the **Requesting Licensee**, whether on a permanent or temporary basis, during and after the installation period. No smoking is allowed. No food or drinks are allowed in the Cross-Connection Site
- 2.2 Where, during the course of installation, operation, maintenance, replacement or repair of the **Requesting Licensee's** Facilities the **Requesting Licensee** causes any damage to **MT's** Cross-Connection Site, plant, Network, equipment or Facilities, the **Requesting Licensee** must report the damage immediately. **MT** shall rectify any damage in any way it deems fit, the cost and expense in connection with the damage including for the repair thereof shall be borne by the **Requesting Licensee**.

### 3.0 FINAL INSPECTION

- 3.1 Upon completion of the installation of the **Requesting Licensee's** Facilities in the Cross-Connection Site, the **Requesting Licensee** shall advise **MT** and request **MT** to conduct a final inspection and confirm that the installation conforms with the approved detailed installation plans.
- 3.2 Where the final inspection reveals that the installation does not materially conform with the approved detailed installation plans, **MT** shall notify the **Requesting Licensee**. The **Requesting Licensee** must reinstall or take other appropriate corrective action within ten (10) Business Days of notification, or such other time as is otherwise agreed. The **Requesting Licensee** shall bear the reasonable costs that **MT** incurs for the inspection of the reinstallation or other appropriate corrective action. **MT** may still inform and require the **Requesting Licensee** to make adjustments to its installation where the installation does not conform with the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.
- 3.3 If the **Requesting Licensee** fails to reinstall or take the appropriate corrective action referred to in the clause above, **MT** may take appropriate corrective action including removal of the **Requesting Licensee's** Facilities. The reasonable costs for the corrective action shall be borne by the **Requesting Licensee**.

#### 4.0 MAINTENANCE OF CROSS-CONNECTION FACILITIES

- 4.1 The **Requesting Licensee** shall be responsible for the operation and maintenance of the **Requesting Licensee's** Facilities.
- 4.2 In the operation and maintenance of the **Requesting Licensee's** Facilities, the **Requesting Licensee** must:
- (a) take such other action as a reasonably prudent **Requesting Licensee** would; and
  - (b) keep the Cross-Connection Site in a tidy and safe condition at all times; and
  - (c) ensure that flammable or toxic material is not left in or around the Cross-Connection Site following maintenance or other operations.
- 4.3 If a fault, defect or problem with the **Requesting Licensee's** Facilities of the **Requesting Licensee** causes or may cause damage to the Cross-Connection Site or **MT's** facilities, the **Requesting Licensee** must:
- (a) forthwith notify **MT**; and
  - (b) shut down and repair the fault, defect or problem and take other appropriate corrective actions immediately as may be directed by **MT** and to **MT's** satisfaction.
- 4.4 Where **MT** determines that the **Requesting Licensee's** Facilities pose an immediate risk of personal injury or significant property damage, it may, at the **Requesting Licensee's** cost, take interim measures necessary to prevent such injury or damage, pending attendance by the **Requesting Licensee** to perform corrective work.
- 4.5 If the **Requesting Licensee** detects a fault, defect or problem in a Cross-Connection Site, it must notify **MT** as soon as possible.

#### 5.0 COMPLIANCE

- 5.1 The **Requesting Licensee** must ensure that its employees, agents and approved subcontractors comply with the provisions of this Schedule including all reasonable procedures and directions of **MT** as notified to the **Requesting Licensee** from time to time.
- 5.2 The **Requesting Licensee** must comply with all laws, codes, standards, authorisations and licences when performing works under this Schedule.
- 5.3 The **Requesting Licensee** must ensure that it has all necessary permits, approvals and licences from any person, governmental, regulatory or relevant authority in order to perform works under this Schedule. Where requested to

do so, **MT** will reasonably assist the Requesting Licensee to obtain any such necessary permit, approval or licence.

- 5.4 Nothing in this Schedule vests in the **Requesting Licensee** any right, title or proprietary interest in the Cross-Connection Site.

## ANNEX 4

### ACCESS AND SECURITY

#### 4.1 ACCESS TO CROSS-CONNECTION SITE

4.1.1 Upon signature of this Agreement, the **Requesting Licensee** shall submit to MT a list of not more than three (3) designated staffs who will be granted access to the Cross-Connection Site.

	Name of designated Staff	Contact Details
1		
2		
3		

The list shall be maintained and updated by the **Requesting Licensee** and a new list provided to **MT** whenever any amendment is made.

4.1.2 No person will be permitted access to the Cross-Connection Site if it is not being designated on the list provided in this annex.

4.1.3 The **Requesting Licensee** must not grant a third person physical access to the Cross-Connection Site.

4.1.4 The **Requesting Licensee** shall report to the police and **MT** for any loss of identification card and bear the cost and expense for the replacement of the card.

4.1.5 Access to the Cross-Connection Site shall be granted by **MT** in compliance with the following procedures:

4.1.5.1 **MT** shall permit the designated staff of the Requesting Licensee access to the Cross-Connection Site, following two (2) hours' notice during normal office hours, by contacting the Network Operation Centre (NOC) on the contact number provided below for operation and maintenance purposes, or for any other reasonable purposes. The notice shall contain the name of the

designated staff (2 maximum) and the time and date to access the site.

Contact point of NOC:

Point of Contact: Mr .....	Tel: Fax: Email:
-------------------------------	------------------------

- 4.1.5.2 Any assistance required from **MT** by the **Requesting Licensee** on the Cross-Connection Site shall be charged at a rate of .....
  
- 4.1.6 The designated staff of the **Requesting Licensee** shall have to sign a log book provided by MT before entering and upon leaving the Cross-Connection Site.
  
- 4.1.7 MT shall not permit the **Requesting Licensee** to keep on the Cross-Connection Site or any part thereof:
  - 4.1.7.1 Any materials the storage of which may contravene any applicable ordinance, statute, regulation or law;
  - 4.1.7.2 Any materials the storage of which requires an increased rate of insurance; and
  - 4.1.7.3 Any combustible, hazardous, explosive or radioactive substances or any substance whose nature is such that it may cause any harmful or undesirable effect or load on the Site or interferes with the network and connectivity of Site.
  
- 4.1.8 In the event of any damage caused to the Cross-Connection Site by the **Requesting Licensee**, the **Requesting Licensee** shall forthwith, at its own cost and expense, restore and forthwith make good any replacement and/or repair (fair wear and tear excepted) as specified in the notification of such damage sent to the **Requesting Licensee** by **MT.**, Where applicable, **MT** may specify all necessary repairs or where damage cannot be made good with repairs to the original state and condition, such replacements to be

effected to the Cross-Connection Site and Facilities and Infrastructure.

## **4.2 SECURITY PROCEDURES**

- 4.2.1 The **Requesting Licensee** shall comply with the provisions of the Occupational Safety and Health Act 2005 as amended from time to time, or any other subsequent legislations governing health and safety in the work place or Cross-Connection Site .so as to prevent any incidents and are required to report any incidents but not limited to accidents, as a result of their works to **MT** within twenty-four (24) hours from the time of occurrence.
- 4.2.2 The **Requesting Licensee** shall comply and cause its designated staffs to comply with all the guidelines, rules and regulations issued by **MT** from time to time on Cross-Connection Site access and security procedures. The **Requesting Licensee** shall further take such necessary measures to prevent unauthorised access to the Cross-Connection Site
- 4.2.3 The **Requesting Licensee** shall not authorise any other person, save and except the designated staff to enter the Cross-Connection site.
- 4.2.4 The designated staff shall restrain from doing any other actions not necessary for maintenance of its equipment; like e.g. taking picture etc.



## ANNEX 5

**SERVICE ORDER FORM: CROSS-CONNECTION AT CABLE LANDING STATION**

(Please fill one Service Order Form per service)

**1. CUSTOMER DETAILS (REQUESTING LICENSEE)**

Licensee Name .....  
 Address .....  
 Phone Number ..... Fax Number .....  
 Company BRN .....  
 License Type  ILD  NSP  
 License Number .....

**Ordering Contact**

Name .....  
 Email .....  
 Phone Number ..... Fax Number .....

<b>2. DEMAND TYPE</b>		Cross-Connection capacity	Others
-----------------------	--	---------------------------	--------

**3. BILLING DETAILS**

Company Name .....  
 Address .....  
 VAT Number .....

**Financial Contact**

Name .....  
 Email .....  
 Phone Number ..... Fax Number .....

**4. CROSS-CONNECTION ADDRESS**

Baie Jacotet  Terre Rouge

**5. TECHNICAL SPECIFICATIONS – CROSS-CONNECTION FACILITIES**

Space: ..... Number of Racks: ..... Power: ..... Circuit Breakers: .....  
 (Note: Base rack contains two circuit breakers of 16A for 1.5 kW maximum power)

Cross-connection: ..... Circuit Speed: ..... Interface: Optical

Connector Type: .....  
Requesting Licensee Facilities Port: .....

**6. TECHNICAL SPECIFICATIONS – SUBMARINE CABLE SYSTEM**

Cable Owner Name: .....  
Cable Capacity Unit: .....  Full Circuit  Half Circuit  
Bearer Designation: .....  
Network Administrator Reference: .....  
(please attach approval of Network Administrator)  
Other Identifications (if Applicable): .....

**7. TERMS OF AGREEMENT**

Start Date: ..... End Date: .....

**8. DESCRIPTION OF SERVICE (in case of CROSS-CONNECTION AND OTHERS)**

.....  
.....  
.....  
.....

**9. PRICING DETAILS**

9.1 ONCE-OFF CHARGES: .....  
9.2 RECURRENT CHARGES: .....

**10. REFERENCE CROSS-CONNECTION OFFER**

- The present service order form is governed expressly by the Reference Cross-Connection Offer signed between MT and the Requesting Licensee baring reference: .....

**11. SIGNATURE**

For Mauritius Telecom Ltd

For Requesting Licensee

Name: .....

Name: .....

Title: .....

Title: .....

Date: .....

Date: .....

Signature: .....

Signature: .....