

**REFERENCE INTERCONNECT OFFER  
GTT ANNEX A – DEFINITIONS 2.0**

**Annex A**

**Reference Interconnect Offer**

**Definitions Annex 2.0**

*March 31, 2022*

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<b>Acceptance Testing</b>	Shall have the meaning described in <u>Annex D (Joint Working Manual)</u> .
<b>Affiliate</b>	With respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified; and for purposes of this definition, “control” (including “controlled by” and “controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such other Person, whether through the ownership of voting securities or by agreement.
<b>Agreement</b>	This agreement and all of its attachments, inclusive of the Legal Framework, Annexes, and mutually agreed-upon other attachments, together with any mutually agreed-upon amendments, constitute the entire Agreement between the Parties with respect to the subject matter hereof.
<b>Annex</b>	The attachments to the Legal Framework identified as <u>Annex A (Definitions)</u> , <u>Annex B (Services)</u> , <u>Annex C (Rate Schedule)</u> , and <u>Annex D (Joint Working Manual)</u> .
<b>Answered Call</b>	A Call in which “answer supervision” is provided indicating that two-way communication has commenced.
<b>Bill Due Date</b>	Means thirty (30) calendar days following the Deemed-Receipt day of an invoice.
<b>Business Day</b>	A day, Monday through Friday, that is a normal working day for government offices in Guyana.
<b>Bypass Operations</b>	The use of Equipment and/or Facilities by a Party or a Third Party Telecommunications Provider to circumvent, or attempt to circumvent, valid Charges or Taxes associated with the Traffic Service type.
<b>Bypass Operations Cure Period</b>	The twenty-four (24) hour period following receipt of a Bypass Operations Notice for a Party to either: (i) provide information to the Party issuing the Bypass Operations Notice demonstrating that no Bypass Operations exists or (ii) end the conveyance of the Traffic Services associated with the alleged

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Bypass Operations as described in the Bypass Operations Notice.

**Bypass Operations Notice**

Notice provided by a Party regarding the potential of Bypass Operations as provided in Section 19.3 of the Legal Framework.

**Call**

A signal or series of signals generally falling within the audio bandwidth of 300 Hz to 3400 Hz or signals contained within a standard digital CCITT/ITU 64 kBits channel between two or more simultaneously present Subscribers for the purpose of exchanging voice communications between and among domestic Landline or Mobile end points, whether or not that signal or series of signals is so conveyed to effect actual communication between the Calling Party and the Called Party of the signal or signals.

**Call Availability**

Shall have the meaning described in Annex D (Joint Working Manual).

**Called Party**

Any Person that is the Transmission end point of Call or an SMS, as the case may be, whether or not the Called Party receives the Call or the SMS.

**Calling Party**

Any Person that initiates a transmission of a Call or an SMS, as the case may be.

**Charges**

Any amount due as billed by one Party to the other Party under the Agreement.

**Confidential Information**

Means the non-public information of a Party, consisting of, *inter alia*, trade-secret information or competitively sensitive information (including financial records).

**CLI**

Calling Line Identity, information delivered by network signaling that correctly identifies the telephone number to the Called Party of the line from which Traffic has been originated.

**Circuit Terminating Unit or CTU**

A fibre electronics, circuit terminating unit.

**Cure Period**

The thirty (30) calendar day period after receipt of a Notice to cure a material breach or breaches of the Agreement referenced in Section 27.2 of the Legal

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Framework, or such other timeframe to cure specific breaches of the Agreement as otherwise provided in the Legal Framework.

**Customer**

Any Person (including but not limited to entities that provide services on a machine-to-machine basis) that originates or receives Traffic in Guayana to originate or receive Traffic, from or through a Party to the Agreement. Customer does not include Telecommunications Providers.

**Deemed Receipt Date**

The Business Day on which the invoicing Party receives a confirmation of the received-receipt of the emailed invoice or, if the invoicing Party receives a confirmation of the received-receipt of the emailed invoice on a non-Business Day, the first Business Day following receipt of the received-receipt of the emailed invoices.

**Dispute**

A difference among the Parties with respect to Services, a demand for payment or Charges, quality of Service, or any other aspect of this Agreement which complies with the requirements of Section 41 of the Legal Framework.

**Domestic**

As it relates to Traffic, a Message, Call, or SMS that originates from a Person assigned a valid Guyanese telephone number which has been allocated by the Regulator for the purposes of assignment in Guyana under the Guyanese National Numbering Plan and terminates to a Person assigned a valid Guyanese telephone number which has been allocated by the Regulator for the purposes of assignment in Guyana under the Guyanese National Numbering Plan.

**Duration**

The period determined in accordance with methodologies employed by a Party to determine the actual duration of Answered Calls for the purposes of calculating the Charges.

**EFT**

Electronic Funds Transfer.

**Effective Date**

The first calendar date following sixty (60) calendar days following the date which this Agreement has been executed by both Parties.

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<b>Emergency Maintenance</b>	Shall have the meaning described in <u>Annex D (Joint Working Manual)</u> .
<b>Equipment</b>	Any electronic devices, amplifiers, power supplies, vaults and pedestals, grounding and pole hardware, test equipment, tower equipment, microwave equipment, and any other similar equipment.
<b>Facilities</b>	Any trunks and distribution coaxials, cooper lines, optical fiber cables, drops, conduits, and any other similar facilities.
<b>Fault</b>	A hard failure or a performance degradation so serious as to destroy the ability of a System network element to function effectively, in part or in full.
<b>Force Majeure Event</b>	Acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, individually and collectively.
<b>Forecast</b>	A specific quantitative prediction of Traffic and Services made by each Party in the manner <u>described in Annex D (Joint Working Manual)</u> .
<b>Fraudulent Use</b>	An intentional and willful misuse of a Parties' Services by a party or by a Third Party.
<b>Georgetown Exchanges</b>	The "Central" exchanges identified in <u>Schedule 1 to Annex B (Services)</u> .
<b>Governmental Authority</b>	Any: (a) foreign, national, municipal, local or other government, court, tribunal, judicial or arbitral body, arbitrator, official, agency, administrative agency, instrumentality, commission, entity, branch,

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division or department; (b) other governmental, government appointed or regulatory authority; or (c) quasi-governmental authority exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, including the Regulator, and any municipal or local government that is responsible for the registration, enforcement, taxation, and compliance of Telecommunications Providers, each to the extent it has jurisdiction over the subject matter at issue.

**ICC**

International Chamber of Commerce

**IPR or Intellectual Property Rights**

Any and all intellectual property and all past, present and future rights therein or thereto of any nature, form or kind, including all patents, copyrights (registered or unregistered), works of authorship, mask-works, technology, trade secrets, know-how, processes, inventions, data, formulae, data bases, moral rights, domain names (and any part thereof), manufacturing methods and data, specifications, drawings, schematics, algorithms, prototypes, designs, design rights, design tools, white papers, research and development protocols, computer software programs, applications, source and object codes, trademarks, trade names, service marks, service names, trade dress and all other source identifiers, whether or not intended as such; all registrations, applications, recordings, licenses and common-law rights relating to, arising out of or in connection with any of the foregoing, all rights to sue at law or in equity for any infringement, interference or other impairment thereto, including the right to receive all proceeds and damages therefrom, and all rights to obtain reissues, renewals, continuations, continuations-in-part, divisions or other extensions of legal protections pertaining thereto; and all other federal, state and foreign intellectual property and any intellectual property right relating thereto

**IPR Indemnifying Party**

The Indemnifying Party for IPR.

**IPR Indemnified Party**

The Indemnified Party for IPR.

**IPR Owner**

The Person that holds rights to possess and control IPR without license from a Third Party.

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<b>Indemnifying Party</b>	A Party against whom a claim under the Legal Framework is made based on a demand by a Third Party.
<b>Indemnified Party</b>	A Party against whom a claim under the Legal Framework is made based on a demand by a Third Party.
<b>Indemnification Fault</b>	A claim for loss by a Third Party arising out of the negligent, gross negligent, or willful misconduct.
<b>Initial Period</b>	The timeframe from the Effective Date to the third year anniversary of the Effective Date of the Agreement.
<b>Interconnect</b>	The physical and logical linking of the telecommunications network Systems of the Parties necessary for the routing and/or termination of Traffic.
<b>Interconnection Link</b>	A link consisting of two optical fibre cables (2 strands/cable), including: (i) the CTU at GTT's end of the link, (ii) a corresponding fibre electronics CTU at Telco's end of the link, and (iii) the point-to-point optical fibre between the two.
<b>Interconnection Link Service</b>	The Service of providing a link consisting of two optical fibre cables (2 strands/cable), including the CTU at one end of the link and the point-to-point optical fibre from that CTU to a corresponding fibre electronics CTU at the other end of the link, with the second CTU provided by the Party receiving the Interconnection Link Service.
<b>Interconnect Location or IL</b>	The geographic location at which the Parties have an Interconnect.
<b>Interest Charge</b>	The interest rate applied to Charges due but not paid by the Bill Due Date, from and including the day following the Bill Due Date for payment until the date of payment in full, and whether before or after any court judgement or other award.
<b>Joint Services</b>	A Service provided to Customers with both Parties as the customer-facing provider.

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<b>Landline or Fixed</b>	A telecommunications line, service, or connection wherein a Calling Party initiates or Called Party receives a Call using a circuit of wire or cable running over land or underground to transmit or receive communications.
<b>Late Payment Charge</b>	A monthly late fee of one percent (1%) of unpaid Charges, from and including the day following the Bill Due Date for payment until the date of payment in full.
<b>Law</b>	All national, local or other statutes, laws, ordinances, regulations, rules, codes, directives, court or other orders, or similar instruments or determinations or awards of a court or other Governmental Authority, statutory guidances, assessments, common laws, treaties or acts of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
<b>Legal Framework</b>	The legal terms of the Agreement so-designed as “Legal Framework,” to which Annexes are affixed.
<b>Legitimate Use</b>	As it relates Traffic, Services provided in this Agreement which are Domestic Landline, Mobile, or SMS Traffic destined for a Customer of one of the Parties, and which is not Fraudulent Use Traffic, Unagreed Traffic, or Bypass Operations Traffic.
<b>Local</b>	As it relates to Calls, a Landline Call to or from a Fixed telephone number assigned to a Fixed line exchange in the Georgetown Area in accordance with the National Numbering Plan and as further described in <u>Schedule One of Annex B (Services)</u> .
<b>Material Change in Law</b>	Any fact, circumstance, event, development, effect, occurrence or change in Law that, individually or in the aggregate with any other fact, circumstance, event, development, effect, occurrence or change, has, has had or would reasonably be expected to have a material adverse effect on the business, results of operations, assets, liabilities or condition (financial or otherwise) of either of the Parties’ provision of Services under the Agreement, in each case taken as a whole.



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<b>Message</b>	Units of information exchanged between Switches for the purpose of control consisting of 3.1Khz speech and the associated CCSS7 protocol used to convey a call setup, clear-down and supplementary service information.
<b>Minister</b>	The Minister of Public Telecommunications
<b>Mobile</b>	A telecommunications line, service, or connection wherein a Calling Party or Called Party uses cellular or radio wave to transmit or receive communications.
<b>National</b>	As it relates to Calls, a Landline Call to or from a fixed telephone number assigned to a fixed line exchange in accordance with the National Numbering Plan other than a telephone number assigned in respect of a fixed line exchange in the Georgetown Area and as further described in Schedule 1 of <u>Annex B (Services)</u> .
<b>National Numbering Plan</b>	The numbering regime for Guyana's geographical numbers including the NXX national prefixes and local number portion.
<b>Net</b>	When referencing to payment of invoiced Charges, the amount due for an invoice after the Party receiving an invoice deducts the amount the other Party owes for an invoice, each and only within the same month of Service.
<b>Notice</b>	Shall have the meaning set forth in <u>Section 40</u> of the Legal Framework.
<b>NXX</b>	The current general configuration for exchange codes within each Area Code. (Note that NNX codes were formally used)
<b>Network Fault</b>	A Fault located within the Telco System (Telco Network Fault) or within the GT&T System (GT&T Network Fault). Network Faults include Faults within the signalling networks.
<b>Order</b>	A request for the provision of services pursuant to this Agreement and in the format set out in <u>Annex D (Joint Working Manual)</u> or as otherwise reasonably required by a Party.

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<b>PLMN</b>	A public land mobile network or a Telecommunications Provider providing such a network.
<b>PSTN</b>	Public Switched Telephone Network.
<b>Party</b>	Either GT&T or Telco, as identified in the recitals to this Agreement, or both according to context.
<b>Person</b>	Any individual, partnership, joint-stock company, joint venture, corporation, limited liability company, trust, unincorporated organization, or other entity, or a Governmental Authority or subdivision thereof.
<b>Planned Maintenance</b>	Shall have the meaning described in <u>Section 2.8.8.1 of Annex D (Joint Working Manual)</u> .
<b>Point of Connection</b>	The physical point in the Interconnect Link where the provision of and responsibility for a Service starts or ends, as further specified in <u>Annex B (Service Description)</u> and in <u>Annex D (Joint Working Manual)</u> .
<b>Preliminary Order</b>	An order that makes an initial determination on the merits made in advance of a final decree or decision.
<b>Reference Interconnection Offer</b>	An agreement for Interconnection approved by the Regulator.
<b>Regulator</b>	The Public Utilities Commission established under Guyana law by section 5 of the Public Utilities Commission Act of 2016, Act No. 19 of 2016.
<b>Review Notice</b>	Shall have the meaning provided in <u>Section 26.2</u> of the Legal Framework.
<b>SDH</b>	Synchronous Digital Hierarchy.
<b>SMS</b>	A message of up to 160 characters sent by means of a SS7 signalling channel to or from terminal equipment connected to a Party's PLMN.
<b>Segregation Transition Period</b>	The period of time in which Parties may continue using bi-directional Interconnects for the exchange of Traffic.

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<b>Service Affecting Fault or SA Fault</b>	Shall have the meaning described in <u>Annex D (Joint Working Manual)</u> .
<b>Service</b>	Solely those telecommunications services identified in <u>Annex B (Services)</u> . For clarity, Unagreed Traffic is not a Service.
<b>Service Acceptance</b>	Is the confirmation by the Parties that all testing is complete and the Service is ready for live Traffic.
<b>Service Description</b>	The technical identification of Services subject to this Agreement.
<b>Successive Period</b>	Following the Initial Period, each one (1) year period from the anniversary of the Effective Date until the Agreement is Terminated.
<b>Switch</b>	The Equipment which opens or closes circuits, completes or beaks electrical paths, or selects paths or circuits.
<b>System</b>	The telecommunications networks and related equipment and apparatus now and hereafter operated by each respective Party for the provision of certain telecommunications services, including Services identified in <u>Annex B (Services)</u> .
<b>System Fault</b>	A Fault resulting in the total loss of ability by either Party to transmit Calls between the two Systems due to transmission faults on the E1 link for Interconnect or an entire System .
<b>Taxes</b>	Any and all taxes, levies, imposts, duties, assessments, charges, escheat or unclaimed property obligations, withholdings and other like charges and obligations imposed or required to be collected by or paid over to any Governmental Authority, including income, franchise, profits, business occupation, gross receipts, premium, sales, use, property, severance, stamp, transfer, recording, capital gain, minimum or alternative minimum, environmental, license, payroll, employment, excise, occupation, windfall profits, customs duties, capital stock, social security (or similar), unemployment, disability, registration, value added, estimated or other tax of any kind whatsoever,

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including any interest, penalty, fine, assessment or addition thereto, whether disputed or not.

**Telecommunications Provider**

A provider of public telecommunication networks and/or publicly available telecommunication services, including mobile services.

**Telecommunications Act**

The Law identified as Act No. 18 of 2016.

**Term**

The timeframe described in Section 2.1 of the Legal Framework.

**Terminate or Termination**

The end of the Agreement as described in Section 2 of the Legal Framework, or the end of a specific Service as described in Section 27 of the Legal Framework, or as otherwise provided in the Legal Framework as to the Agreement, or a portion thereof, or a specific Services, or a portion thereof.

**Third Party**

Any Person other than a Party or an Affiliate of a Party.

**Third Party Telecommunications Provider**

An entity other than a Party that is a Telecommunications Provider.

**Traffic**

A flow of Messages, Calls, or SMS, or attempts for Messages, Calls or SMS.

**Traffic Services**

Services, as described in Annex B (Services), that support Traffic.

**Transit**

The use of the other Party's System to exchange Traffic with the System of a Third Party Telecommunications Provider.

**Transmission**

Transmission is the process of sending and propagating an analogue or digital signal using a wired, optical, or wireless electromagnetic transmission Facilities. Transmission of a digital Message, or of a digitized analogue signal, is known as data Transmission.

**Unagreed Traffic**

(i) Traffic of a type which is not specifically included in the Service descriptions contained in Annex B (Services); or (ii) Traffic of a type which is conveyed to the other Party on Interconnects not segregated for that Traffic type or that is not segregated for that direction of Traffic; or (iii)

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Traffic that includes no CLI; or (iv) Traffic which results from the artificial inflation of otherwise legitimate Traffic; or (v) Traffic which is not for a Legitimate Use; or (vi) Traffic which in the reasonable opinion of the receiving Party of the Traffic does not conform to the technical requirements of Annex D (Joint Working Manual). For clarity, Unagreed Traffic is not a Service.

**Undisputed Charges**

Any Charge for which a Dispute is not properly claimed under Section 41 of the Legal Framework.

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