



Annex A

Service Schedule D1

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Annex A

Service Schedule D1

This Service Schedule is effective from the date of the last signature herein (the “**Effective Date**”). Any undefined capitalised terms used in this Service Schedule shall have the meanings ascribed to such terms in the Agreement (as defined below).

Part A – The Service

1. Overview

- 1.1. Enet [(formerly BT Ireland Communications Limited)] and the Operator have entered into the Reference Interconnect Offer dated [XX] (the “**Agreement**”), under which certain services are provided to the Operator.
- 1.2. Clause 5.9 of the Agreement allows for additional services to be agreed by the Parties from time to time, which may be provided on the Interconnect Network and the details of such services shall be provided in new Service Schedules to be inserted in Annex A of the Agreement. This Service Schedule shall be Service Schedule D1 of Annex A of the Agreement.
- 1.3. Enet has agreed to provide a Roamer Check service on behalf of Irish mobile operators to permit eligible International Gateway Operators to confirm the roaming status of callers with Irish numbers outside of the Republic of Ireland.
- 1.4. Enet will develop the Roamer Check solution and implement it as a managed service for a specified term to all Irish mobile operators who are required to implement the Roamer Check solution (the “**CPs**”).

2. Service Summary

- 2.1. Roamer Check 2 is a SIP Proxy service offered by Enet, that supports real time confirmation of the roaming status of an Irish mobile subscriber number.
- 2.2. The service is offered solely to allow real time validation of incoming call attempts from Irish mobile subscriber numbers to Irish numbers that originate outside the Republic of Ireland.

- 2.3. On receiving a valid SIP Invite from the IGO, Enet will query the relevant mobile network operator via MAP SRI-SM to determine roaming status and send a reply reflecting this to the IGO's original Invite. After receiving the status response, the IGO is responsible for any further call processing, allowing or rejecting the call as required by regulation.
- 2.4. A further service description is set out in Annex A.

3. Specific Terms and Conditions

3.1. Term

This Service Schedule shall take effect on the Effective Date and shall remain in force until [DATE] (the “**Term**”). Except as set out in clause 3.2, neither party shall have the ability to terminate the agreement within the term.

3.2. Service Integrity

If Enet reasonably believes that the Operator is not using the Roamer Check Service in accordance with this Agreement, or is using the Roamer Check Service (or facilitating the use of the Roamer Check Service directly or indirectly, intentionally or unintentionally) in a way that damages the integrity of the network, is likely to be a breach of security or introduces a risk of fraudulent activity, Enet may immediately and without notice, suspend or terminate the Operator's use of the Roamer Check Service.

3.3. Regulatory compliance

The Operator agrees to comply with all applicable laws, regulations, and regulatory rules issued by any relevant Regulatory Authority, including but not limited to those applicable to the use, deployment, and operation of the Roamer Check Service provided under this Agreement. The Operator further agrees to ensure that its use of the Roamer Check Service does not contravene any such laws or Regulatory Requirements and acknowledges its responsibility to remain informed of and adhere to any updates or changes to such rules during the term of this Agreement.

Termination

- 3.4. In addition to the termination provision contained at Clause 3.2 and in the Agreement, Enet may terminate this Service Schedule or the Roamer Check Service at any time on notice to you to comply with a direction from ComReg or any competent authority, including but not limited to:

- 3.4.1. to suspend or cease the provision of the Roamer Check Service or any part of it; or
- 3.4.2. to comply with the Acceptable Use Policy in Clause 8.2.
- 3.5. You will advise Enet promptly if you receive any direction from ComReg or any competent authority as set out in Clause 3.4.

4. Data Handling

- 4.1. Each Party shall only process Personal Data, as applicable, under the Agreement in accordance with Data Protection Legislation, including:
 - 4.1.1. taking all measures required pursuant to Article 32 of the GDPR including the adoption of appropriate technical and organisational measures to mitigate against unauthorised or unlawful processing of Personal Data and against accidental disclosure, alteration, loss or destruction of, or damage to, Personal Data;
 - 4.1.2. taking reasonable steps to ensure: (i) the reliability of each Party's personnel having access to the Personal Data processed as part of providing the Roamer Check Services; and (ii) that such personnel are bound by a duty of confidentiality and are aware of and comply with this Clause 4;
 - 4.1.3. informing the other Party, without undue delay and in any event within 24 hours of becoming aware of the incident, in the event of a data incident that gives rise to unauthorised access, use, disclosure, destruction, alteration or loss of any Personal Data transmitted, stored or otherwise processed under this Service Schedule or any other actual breach or compromise of the security, confidentiality or integrity of Personal Data (a "**Security Incident**") which comes to their attention, and to provide the other Party with their proposals to remedy the Security Incident. For the avoidance of doubt, either Party shall promptly provide all reasonable assistance, information and support required to investigate and mitigate against the effects of a Security Incident. Each Party agrees that, except for any relevant CPs who need to be made aware of a Security Incident, it will not communicate with any third party including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the express written consent and direction of the other party;

- 4.1.4. refraining from disclosing Personal Data to any third parties other than to CP's and sub-contractors to whom disclosure is reasonably necessary in order for Enet to carry out the Roamer Check Services, provided that in the case of sub-contractors, the Operator has approved the use of such sub-contractor in advance in writing and such disclosure is made subject to written terms substantially the same as the terms contained in this Clause 4;
- 4.1.5. where Enet appoints or otherwise uses the services of a Sub-processor, Enet shall be fully liable for the performance, acts and omissions of that Sub-Processor as if such performance, acts or omissions were its own;
- 4.1.6. not transferring Personal Data processed under the Agreement, outside the European Economic Area unless (i) with the prior written approval of the Operator and (ii) adequate safeguards (in accordance with Article 48 of the regulations (EU) 2018/1725) are in place to protect such Personal Data as is required under Data Protection Legislation; Such safeguards may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, or to a recipient that has executed Standard Contractual Clauses and Transfer Impact Assessments adopted or approved by the European Commission, in addition to the implementation of such additional technical, organisational and contractual measures as Enet shall identify as being necessary to supplement the said Standard Contractual Clauses to ensure compliance with the EU level of protection of Personal Data;
- 4.1.7. each Party warrants that prior to using one of the transfer tools set out in Article 46 GDPR, that it will undertake and document an assessment of the laws and practices in the third country of destination applicable to the processing of Personal Data, including any requirements to disclose Personal Data or measures authorising access by public authorities. Where the laws and practices of the third country of destination impinge on the effectiveness of the transfer tool being used, both Parties warrant that they will implement appropriate supplementary measures (e.g. technical, contractual and/or organisational measures, taking into account the EDPB Recommendations on Supplementary Measures (01/2020)) to ensure the Personal Data transferred is afforded an essentially equivalent level of protection to that provided by the Applicable Data Protection Legislation, or shall suspend or terminate the transfer;

- 4.1.8. promptly and without undue delay referring any requests, notices or other communication from Data Subjects, the Data Protection Commission or any other law enforcement agency relating to Personal Data for the Operator to resolve. Except in respect of clause 4.1.3, each Party agrees that it will not communicate with any third party regarding any such requests, notices or other communication without the express written consent and direction of the Operator;
- 4.1.9. at no additional cost, providing such information to the Operator as the Operator may reasonably require, and within the timescales reasonably specified by the Operator, to allow the Operator to comply with rights of Data Subjects (including information, subject access, rectification or erasure, restriction of Processing, data portability and the right to object to automated individual decision-making, including profiling);
- 4.1.10. at no additional cost, providing assistance to the Operator in relation to any Data Subject access requests or investigations or enquiries made or notices served by the Data Protection Commission or any other relevant Competent Authority; and in carrying out a Data Protection Impact Assessment or engaging in prior consultation with the Data Protection Commission or any other relevant Competent Authority;
- 4.1.11. providing assistance to the other Party as the other Party may reasonably require in relation to any complaints made by Data Subjects;
- 4.1.12. implementing at its own cost any reasonable change to its data Processing operations that is required for the other Party to comply with its obligations in this Clause 4; and
- 4.1.13. keeping any required written records of Processing activities relating to the Agreement.
- 4.2. Both Parties shall provide such information as is required by applicable Data Protection Legislation or is reasonably necessary to enable the CPs to satisfy themselves of both Parties' compliance with Data Protection Legislation and this Clause 4 and allow the CP, its employees or authorised agents or advisers, on giving at least thirty days' notice, unless otherwise mandated by a Competent Authority, to Enet or the Operator, to inspect all facilities, equipment, documents and electronic data relating to the Processing of such Personal Data. The requirement to give notice will not apply if the CP believes that either Party is in breach of any of its obligations under this Agreement.

- 4.3. The Operator shall use all reasonable endeavours to avoid causing any damage, injury or disruption to Enet's equipment, personnel and business in the course of such inspection. Further a maximum of one audit or review may be activated under this Clause 3 in any twelve (12) month period unless otherwise required by a regulatory authority.
- 4.4. Without prejudice to any other provision of this Agreement relating to termination, on termination of this Agreement for any reason, Enet shall, on written instructions from the Operator, either promptly securely delete or return all Personal Data processed as part of the Agreement to the Operator at no additional cost to the Operator. Where the Operator requests that the data is deleted, Enet shall provide a certificate of destruction to the Operator on completion of such deletion.
- 4.5. Any material breach of this Clause 4, or any other breach of this Clause 4 that causes or is likely to cause any material loss or damage (including reputational damage) to a Party, will give rise to an immediate right for that Party to terminate the Agreement on the basis of a breach incapable by its nature of remedy.

5. Audit

Enet shall have the right, upon giving reasonable notice and during normal business hours, to access and audit the Operator's premises, records, and systems to verify compliance with the terms of this Service Schedule. Such audits may include, but are not limited to, reviewing records, inspecting equipment, and interviewing personnel involved in the performance of obligations under this Service Schedule. Enet shall ensure that any information obtained during the audit is kept confidential and used solely for the purpose of verifying compliance. The costs of the audit shall be borne by Enet, unless material non-compliance is identified, in which case the Operator shall bear the reasonable costs of the audit

6. Suspension

6.1. Grounds for Suspension

Enet may suspend the Operator's access to the Roamer Check Services immediately upon written notice to the Operator in the following circumstances:

- 6.1.1. non-payment of fees or other amounts due under this Service Schedule on or before the due date;

- 6.1.2. material breach of this Service Schedule by the Operator, including but not limited to breach of the acceptable use policy;
- 6.1.3. misuse of the Roamer Check Service by the Operator;
- 6.1.4. where suspension is required to comply with, or prevent a breach of, Applicable Law;
- 6.1.5. or to protect the security or integrity of the Roamer Check Service or other customers' data.
- 6.2. Notice and Warning Provisions
 - 6.2.1. Save for circumstances requiring immediate suspension under clauses 6.1.2, 6.1.3, 6.1.4 or 6.1.5, Enet shall provide the Operator with written warning of the breach or default and allow a reasonable opportunity to remedy such breach or default before exercising its right of suspension.
 - 6.2.2. Enet shall promptly notify the Operator in writing when suspension action is taken, specifying the grounds for suspension and the steps required for reinstatement.
- 6.3. Effect of Suspension
 - 6.3.1. During any period of suspension, the Operator's access to the Roamer Check Service shall be temporarily disabled, but the Operator's data shall be preserved in accordance with the data retention provisions of the Agreement or Service Schedule.
 - 6.3.2. Suspension shall not relieve the Operator of its payment obligations under this Service Schedule.
 - 6.3.3. Enet's right to suspend shall be without prejudice to any other rights or remedies available to Enet, including the right to terminate this Service Schedule.
- 6.4. Reinstatement
 - 6.4.1. Enet shall reinstate the Operator's access to the Roamer Check Service promptly upon:
 - i. payment of all outstanding amounts due (in the case of suspension for non-payment); and

ii. remedy of the breach to Enet's reasonable satisfaction.

- 6.4.2. The Operator shall remain liable for all fees and charges during any period of suspension, unless such suspension is due to the Enet's material breach or a force majeure event affecting Enet.

7. Charging

- 7.1. The Roamer Check Service has a one-time set-up fee, which will appear on the Customer's first invoice.
- 7.2. There is an Annual Recurring Charge ("**ARC**") of [€48.00] for use of the Roamer Check Service by the Operator.
- 7.3. The Operator acknowledges that the CPs, through agreement with Enet, have reserved the right to amend, vary or otherwise adjust the charges from time to time, provided that any such charges (and any amendment thereto) comply with the principles of objectivity, proportionality and non-discrimination.
- 7.4. The Operator acknowledges that Enet shall implement, administer and levy such charges on behalf of the CPs, including issuing invoices to IGOs and collecting payment. Enet shall apply the charges consistently to all IGOs availing of the Roamer Check Service.
- 7.5. The Operator further acknowledges and agrees that any increase in the charges will be passed by Enet to the Operator.
- 7.6. The Operator must pay all charges for the Roamer Check Service in accordance with the details on each invoice within thirty (30) days of the date of Enet's invoice, without any set-off, counterclaim or deduction.

8. Your Obligations

8.1. The Service

The Operator agrees to indemnify Enet against all loss, damages, costs and expenses arising or incurred in respect of any actions or claims which are brought or threatened against Enet by a third party if the Roamer Check Service is used in breach of Enet's Acceptable Use Policy (set out at 8.2);

8.2. Enet's Acceptable Use Policy

The Operator must not use the Roamer Check Service, either directly or indirectly:

- 8.2.1. fraudulently or in connection with a criminal offence;
- 8.2.2. in any way that affects the usage by other users of the Roamer Check Service;
- 8.2.3. in a way which improperly restricts, inhibits or degrades any other parties use of the Roamer Check Service or represent an unusually great burden on the Roamer Check Service;
- 8.2.4. in a manner which improperly restricts, inhibits, disrupts, degrades or impedes the ability of Enet to deliver the Roamer Check Service and monitor the Roamer Check Service;
- 8.2.5. to post, publish, transmit, link to, otherwise make available, or re-transmit material available through the Roamer Check System, Roamer Check Service, and/or undertake any activity, which results in such material being made available to third parties;
- 8.2.6. to knowingly facilitate nuisance calls or activity which causes annoyance, inconvenience or needless anxiety to end users; and
- 8.2.7. in contravention of any instructions that Enet has given.

Part B – Defined Terms

In addition to the defined terms in the Agreement, capitalised terms in this Service Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the Agreement, these defined terms will take precedence for the purposes of this Schedule):

Applicable Law means the laws and regulations of Ireland, including but not limited to laws and regulations regarding telecom standards (including Regulatory Requirements) and privacy (including Data Protection Legislation).

Competent Authority means ComReg or other authorities with legislative powers relating to nuisance calling, scam calling, number blocking and / or data privacy.

Controller has the meaning given to it in Data Protection Legislation.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in Ireland including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Acts 2018; the European Communities (Electronic Communications Networks & Services)(Privacy & Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011); the EU ePrivacy Directive 2002/58/EC (as amended) (the “**ePrivacy Directive**”); any other European Union legislation relating to Personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Data Protection Commission has the meaning given to it in Data Protection Legislation.

Data Subject has the meaning given to it in Data Protection Legislation.

Effective Date means the date of signature of this Agreement being the latest date of signature by an authorised signatory as written in the signature block to this Agreement.

International Gateway Operators or **IGO** means an operator authorized by ComReg to provide fixed telephony services terminating calls to Irish subscribers sourced outside the jurisdiction.

Personal Data has the meaning given to it in Data Protection Legislation.

Processing has the meaning given to it in Data Protection Legislation.

Processor has the meaning given to it in Data Protection Legislation.

Regulatory Requirements means all applicable guidance, directions, codes of practice, self-regulation, determination or regulations applicable in Ireland, including those issued by any Competent Authority.

Roamer Check means the system by which eligible International Gateway Operators may confirm the roaming status of callers with Irish numbers outside of Ireland.

Roamer Check Service(s) means any and all services provided by Enet to the CP and the IGO's in relation to Roamer Check as further specified in this Service Schedule and in particular the Service Description.

Roamer Check System means the Roamer Check system provided by Enet as described in the Service Description.

Service Description means the description of the Roamer Check Service as provided to the IGO's on behalf of the CPs as set out in Annex A.

Service Schedule means this Service Schedule together with all agreed annexes and appendices thereto.

SIP means IP-based interconnect paths.

SIP Proxy means a proxy that is responsible for the management of all the SIP calls in a network.

Standard Contractual Clauses has the meaning given in the clauses annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

Technical Specification(s) means the specifications as set out in the Service Description.

Transfer Impact Assessments has the meaning given to it in Data Protection Legislation.

Term means the period commencing on the Effective Date continuing until [DATE].

IN WITNESS WHEREOF the Parties have executed this Service Schedule as an agreement on the date first stated above.

For and on behalf of
Enet Communications Limited

For and on behalf of
[Operator]

Name:

Date:

Name:

Date:

