

## Chapter I General Provisions

## (Application of Articles of Agreement)

Article 1 1. Nippon Telegraph and Telephone East Corporation (hereinafter referred to as "NTT" in the Articles of Optional Agreement issued by NTT-East) and Nippon Telegraph and Telephone West Corporation (hereinafter referred to as "NTT" in the Articles of Optional Agreement issued by NTT-West) hereby establish these Articles of Agreement Concerning Interconnection to Non-Designated Telecommunications Facilities (including the Tables of Charges; hereinafter referred to as the "Articles of Optional Agreement") with respect to interconnection (hereinafter referred to as "interconnection to non-designated telecommunications facilities") between NTT's telecommunications facilities (hereinafter referred to as "non-designated telecommunications facilities") other than designated telecommunications facilities and telecommunications facilities of any contracting carrier. These Articles of Optional Agreement specify the charges to be collected by NTT (hereinafter referred to as "interconnection charges") and the conditions of interconnection, on the basis of which NTT will conclude an Agreement Concerning Interconnection to Non-Designated Telecommunications Facilities (hereinafter referred to as "Optional Agreements") with contracting carriers and execute interconnection to same.

2. In addition to the provisions of the preceding paragraph, NTT also specifies in these Articles of Optional Agreement the conditions to smoothly execute interconnection to said non-designated telecommunications facilities of NTT.

3. Notwithstanding the provisions of the preceding two paragraphs, NTT may conclude an Optional Agreement not pursuant to these Articles of Optional Agreement, by which to execute interconnection to said non-designated telecommunications facilities of NTT.

## (Amendment of Articles of Optional Agreement)

Article 2 NTT may amend these Articles of Optional Agreement. In such event, the interconnection charges, conditions of interconnection and conditions for smoothly executing interconnection shall be in accordance with said amended Articles of Optional Agreement.

## (Definitions of Terms)

Article 3 In these Articles of Optional Agreement, the terms listed in the left column of the following table shall be used with the respective meanings listed in the right column.

Terms	Meanings
1. Telecommunications facilities	Equipment, instruments, lines or other electric facilities for telecommunications
2. Designated telecommunications facilities	Telecommunications facilities designated pursuant to Paragraph 1 of Article 33 of the Telecommunications Business Law (Law No.86 of 1984; hereinafter referred to as the "Business Law")
3. Telecommunications service	Acting as the intermediary for other parties in carrying out telecommunications by using telecommunications facilities, or providing telecommunications facilities to be used for the telecommunications of other parties
4. Articles of Agreement Concerning Interconnection	Articles of Agreement established by NTT pursuant to Paragraphs 2 and 7 of Article 33 of the Business Law
5. Interconnection Agreement	Interconnection Agreement entered into between NTT and any other telecommunications carrier with respect to interconnection to the designated telecommunications facilities of NTT pursuant to the Articles of Agreement Concerning Interconnection or Paragraph 10 of Article 33 of the Business Law
6. Virtual point of interconnection	An interconnection point at which it is assumed that interconnection is established between NTT's non-designated and designated telecommunications facilities
7. Point of interface (POI)	The interconnection point of telecommunications facilities with respect to interconnection pursuant to an Interconnection Agreement between NTT and a contracting carrier, or the interconnection point between the

		non-designated telecommunications facilities of NTT and telecommunications facilities of a contracting carrier pursuant to an Optional Agreement between NTT and a contracting carrier.
8.	Interconnection message	Communications between a POI and the terminal facilities of NTT users or reciprocal communications between POIs that go through the designated telecommunications facilities of NTT
9.	Telecommunications carrier obtaining registration	A person who has obtained registration pursuant to Article 9 of the Business Law
10.	Telecommunications carrier submitting a notification	A person who has submitted a notification pursuant to Paragraph 1, Article 16 of the Business Law
11.	Telecommunications carrier	A telecommunications carrier obtaining registration or a telecommunications carrier submitting a notification
12.	Mobile carrier	A telecommunications carrier providing telecommunications service by using telecommunications numbers as specified in Item 3, Article 9 of the Telecommunications Numbering Regulations (Ministerial Ordinance of the Ministry of Posts and Telecommunications, No. 82 of 1997)
13.	PHS carrier	A telecommunications carrier providing telecommunications service by using telecommunications numbers as specified in Item 4, Article 9 of the Telecommunications Numbering Regulations
14.	Subscriber line end interconnection carrier	A telecommunications carrier interconnecting at NTT's subscriber line end as specified in the Articles of Agreement Concerning Interconnection
15.	Contracting carrier	A telecommunications carrier concluding an Interconnection Agreement with NTT
16.	Applicant for interconnection	A telecommunications carrier applying for interconnection to the non-designated telecommunications facilities of NTT (including contracting carriers and persons expected to be telecommunications carriers at the time an Optional Agreement is concluded)
17.	Telephone service	Telecommunications service solely using telecommunications facilities (meaning transmission line facilities interconnecting the transmitting site and the receiving site, switching facilities installed in conjunction with these facilities and their auxiliary facilities) to transmit or exchange mainly voice communications in accordance with NTT's articles of agreement for telephone service (hereinafter referred to as the "articles of agreement for telephone service")
18.	ISDN (Integrated Services Digital Network) service	Telecommunications service to transmit and exchange codes, sounds or images in accordance with NTT's articles of agreement for ISDN service (hereinafter referred to as the "articles of agreement for ISDN service")
19.	Articles of agreement	Articles of agreement and the tables of charges that are established by NTT or contracting carriers, which stipulate conditions for providing telecommunications services to their respective users pursuant to the provisions of Article 31 and Article 31-4 of the Business Law
20.	Articles of agreement, etc.	Articles of agreement or a contract that is entered into by NTT or other carriers with a party to whom telecommunications service is provided not pursuant to the articles of agreement
21.	Subscriber (contracting user)	A person concluding a contract with NTT or contracting carriers pursuant to the articles of agreement, etc., of NTT or of contracting carriers
22.	User	A person using telecommunications service provided by NTT or contracting carriers
23.	User charge	Charge paid by users for the provision of telecommunications service
24.	Unit rate area	A unit area for measuring the distance between originating and terminating sites that serves as the basis for calculating communications charges as specified in NTT's articles of agreement for telephone service
25.	Terminal facilities	Telecommunications facilities to be interconnected to one end of telecommunications line facilities, a part of which is established on the same premises (including areas regarded as the same premises) or in the

		same building where any other part thereof is also established
26.	Customer-provided telecommunications facilities	Telecommunications facilities other than terminal facilities installed by any person other than a telecommunications carrier installing telecommunications line facilities
27.	Subscriber line	A telecommunications line between the telecommunications facilities listed below and NTT telecommunications facilities a. Terminal facilities b. Customer-provided telecommunications facilities c. The telecommunications facilities of other carriers to be interconnected at a point equivalent to the terminal end of a telecommunications line for which terminal facilities or customer-provided telecommunications facilities are installed
28.	Switching facilities	Facilities to establish interconnection channels to destination terminal facilities in response to requests for interconnection from various terminal facilities
29.	Tandem switch	Switching facilities designated by NTT that relay and exchange telephone service or ISDN service
30.	Communications building	The building used for communications that houses a standard point of interconnection
31.	Optical intra-office transmission line	Transmission line facilities (limited to those installed in the section where transmission equipment and related auxiliary facilities are not installed) for the transmission of optical signals that are installed between the NTT optical main distribution frames, between the NTT optical main distribution frame and telecommunications facilities of other carriers, or between telecommunications facilities of NTT and those of other carriers, and which are closed within a communications building other than NTT communications buildings as separately stipulated by NTT (limited to the building that NTT leases from the owner of the relevant communications building (hereinafter referred to as the "building owner"))
32.	IP communications network inter-prefecture transmission line	Telecommunications line facilities of NTT to carry out the switching and transmission of codes based on the Internet Protocol mainly for data communications (limited to transmission line facilities, etc., (limited to those crossing prefectural areas stipulated in Item 1, Paragraph 3, Article 2 of the Law Concerning the Nippon Telegraph and Telephone Corporation, Etc. (Law No. 85; 1984) between a switching-office router (meaning telecommunications facilities to exchange codes based on the Internet Protocol that correspond to a central office router (meaning telecommunications facilities to exchange codes based on the Internet Protocol that accommodate subscribers but do not have the function to apportion calls per carrier; hereinafter the same); hereinafter the same) and another switching-office router)
33.	Amount equivalent to consumption tax	The amount of consumption tax to be imposed pursuant to the provisions of the Consumption Tax Law (Law No. 108 of 1988) and the regulations thereunder, and the amount of local consumption tax to be imposed pursuant to the provisions of the Local Tax Law (Law No. 226 of 1950) and the regulations thereunder

(Charges, Etc., of Subscriber Line End Interconnection Carrier)

Article 4 Notwithstanding the provisions of Article 1 (Application of Articles of Agreement), in the event NTT establishes interconnection to a subscriber line end interconnection carrier and this pattern of interconnection is the same as the format used to connect an NTT subscriber, the provisions of NTT's articles of agreement for each service shall apply mutatis mutandis to the calculation and payment of charges concerning the pertinent interconnection, interconnection charges and cancellation and suspension of function usage performed by NTT for each line to the extent that said articles of agreement for the pertinent interconnected service specify such conditions (including optional monthly discounts on call charges).

## Chapter II Functions Provided by Interconnection

(Functions Provided by Interconnection to Non-Designated Telecommunications Facilities)

Article 5 NTT shall provide interconnection functions specified in Attached Table 1 (Functions Provided by Interconnection to Non-designated Telecommunications Facilities) through interconnection to non-designated telecommunications facilities.

## Chapter III Procedures for Conclusion of Optional Agreement

(Application for Interconnection to Non-Designated Telecommunications Facilities)

Article 6 An applicant for interconnection shall submit to NTT a written statement of its intention to apply for interconnection to non-designated telecommunications facilities (hereinafter referred to as an "application for interconnection") and NTT shall deem the acceptance of such statement as the acceptance of an application for interconnection to non-designated telecommunications facilities.

(Approval of Application for Interconnection to Non-Designated Telecommunications Facilities)

Article 7 1. In case of an application for interconnection as specified in the preceding Article, NTT shall issue its approval in the order in which such applications are accepted, except for the cases listed below.

- (1) Cases raising any concern that the smooth provision of telecommunications service will be hindered.
- (2) Cases raising any concern that NTT's interests will be unduly damaged by the interconnection to its non-designated telecommunications facilities.
- (3) Cases in which the applicant for interconnection has failed or is likely to fail to pay any amount payable with respect to interconnection to non-designated telecommunications facilities (including cases in which any reason listed in (1) through (5) or (8), Paragraph 1, Article 73-2 (Forfeiture of Grace Period) of the Articles of Agreement Concerning Interconnection becomes applicable and excluding cases in which a guarantee of the payment of any amount payable by an applicant for interconnection with respect to interconnection is secured; hereinafter the same in Article 26 (Limitation of Approval))
- (4) Cases in which the installation or modification of telecommunications line facilities to execute interconnection to non-designated telecommunications facilities is extremely difficult from the technical or economic standpoint.

2. In the event of the preceding paragraph, if NTT does not approve the relevant application for interconnection, NTT shall notify the applicant for interconnection the reasons therefor in writing.

## Chapter IV Conclusion, Cancellation, Etc., of Optional Agreement

(Unit of Optional Agreement)

Article 8 NTT shall conclude one Optional Agreement per carrier. However, this shall not apply to cases in which NTT may conclude multiple Optional Agreements with the same carrier by proxy in the case of a pattern of interconnection involving three carriers or more.

## Chapter V Obligations

### Part 1: Maintenance

(Responsibility for Maintenance)

Article 9 1. NTT and a contracting carrier shall not cause each other any congestion, obstruction or other damage to telecommunications facilities through interconnection to non-designated

telecommunications facilities, and endeavor not to obstruct the provision of telecommunications service to users.

2. NTT and a contracting carrier shall maintain telecommunications facilities to be interconnected so as to comply with the Business Use Telecommunications Facilities Regulations (Ministerial Ordinance of the Ministry of Posts and Telecommunications, No. 30 of 1985).

#### Part 2: Approval of Assignment

(Approval of Assignment Concerning Roaming)

Article 10 When a mobile carrier or PHS carrier handling interconnection messages intends to assign its accounts receivable with respect to communications to other mobile carriers or PHS carriers in accordance with the articles of agreement, etc., of the relevant carrier, NTT shall approve such assignment.

### Chapter VI Patterns of Interconnection

(Patterns of Interconnection)

Article 11 1. Patterns of interconnection between the non-designated telecommunications facilities of NTT and telecommunications facilities of a contracting carrier shall be as specified in Attached Table 2 (Patterns of Interconnection).

2. In case of communications under a pattern of interconnection other than those specified in an Optional Agreement, NTT shall not guarantee the contracting carrier that such communications will terminate at NTT subscribers, nor guarantee the relay of such communications.

### Chapter VII Handling of Important Communications

(Interruption of Interconnection Messages)

Article 12 NTT may interrupt interconnection messages in the same way as stipulated in the provisions concerning the interruption of service in NTT's articles of agreement for telephone service.

(Restriction on Interconnection Messages)

Article 13 1. When not all communications can be interconnected due to extreme communications congestion, NTT may restrict interconnection messages in the same way as stipulated in the provisions concerning restrictions on the use of service or communications in NTT's articles of agreement for telephone service or ISDN service.

2. In the event NTT restricts interconnection between designated telecommunications facilities and telecommunications facilities of a contracting carrier in accordance with the Articles of Agreement Concerning Interconnection when not all communications can be interconnected due to extreme communications congestion, interconnection messages will be restricted.

3. In addition to the cases provided in the preceding paragraph, in the event NTT restricts service hours of interconnection messages or communications to NTT's contracted subscriber lines, etc., in a specific area through interconnection between the designated telecommunications facilities of NTT and telecommunications facilities of a contracting carrier in accordance with the Articles of Agreement Concerning Interconnection when communications is extremely congested, interconnection messages will be restricted.

4. NTT shall endeavor to secure maximum communications traffic when it restricts interconnection messages in accordance with Paragraph 1. In such event, NTT shall handle interconnection messages and other communications equally.

5. When a contracting carrier restricts interconnection messages on its own telecommunications facilities, it shall endeavor to secure maximum communications traffic and handle interconnection messages and other communications equally.

6. NTT and a contracting carrier shall cooperate on the basis of the Particulars on Operation, Administration and Maintenance to be determined upon consultation with said carrier when either party restricts interconnection messages.

## Chapter VIII Charges, Etc.

### Part 1: Charges and Expenses Concerning Works, Procedures, Etc.

(Charges, Etc.)

Article 14 1. Interconnection charges to be established by NTT shall include charges and expenses concerning works or procedures or other expenses.

2. Charges to be established by NTT shall be interconnection charges as specified in Table 1 (Interconnection Charges) in the Tables of Charges (limited to access charges).

3. Expenses concerning works or procedures or other expenses necessary for interconnection to non-designated telecommunications facilities to be established by NTT shall be the work expenses, procedure expenses and other expenses specified in Table 2 (Expenses for Works and Procedures and Other Expenses) in the Tables of Charges.

(Functional Classification of Interconnection Charges)

Article 15 NTT shall specify interconnection charges in Table 1 (Interconnection Charges) in the Tables of Charges per each function of the non-designated telecommunications facilities of NTT specified in Attached Table 1 (Functions Provided by Interconnection to Non-designated Telecommunications Facilities).

### Part 2: Obligation to Pay Interconnection Charges

(Obligation to Pay Flat-Rate Access Charges)

Article 15-2 1. A contracting carrier is required to pay the access charges that are specified on a monthly basis (hereinafter referred to as "flat-rate access charges") from among the access charges specified in 1.1 (Access Charges), Table 1 in the Tables of Charges for the period from the month that includes the date on which the usage of the function of NTT's non-designated telecommunications facilities as specified in the preceding Article is started to the month before the month that includes the date on which interconnection to NTT's non-designated telecommunications facilities is terminated due to a cancellation or expiration of an agreement or a change in interconnection.

However, in the event any special provisions apply between NTT and the building owner with respect to the optical intra-office transmission function, such provisions shall be observed.

2. When a state in which a function cannot be used (including cases similar to total unavailability because of extreme hindrance to such function) occurs for any of the reasons listed below, a contracting carrier is not required to pay flat-rate access charges for the number of days as calculated by dividing the number of hours from the time NTT becomes aware of such unavailability and for the time such unavailability continues by 24 hours (only multiples of 24 hours).

However, in the event any special provisions apply between NTT and the building owner with respect to the optical intra-office transmission function, such provisions shall be observed.

- (1) When interconnection has been suspended for a reason attributable to NTT.
- (2) When NTT has ceased telecommunication business.
- (3) When telecommunications facilities for interconnection cannot be used for any other reasons attributable to NTT.

3. If charges that are not required have been already paid, NTT shall return such charges.

(Obligation to Pay Usage-Sensitive Access Charges)

Article 16 1. Telecommunications carriers required to pay usage-sensitive access charges for interconnection to the non-designated telecommunications facilities of NTT shall be as specified in Column 4 (Carriers Paying Access Charges) in the Attached Table 2 of the Articles of Agreement (which is applied mutatis mutandis in accordance with the provisions of Attached Table 2) per each pattern of interconnection stipulated in Article 11 (Patterns of Interconnection).

2. A contracting carrier required to pay in accordance with the provisions of the preceding paragraph is required to pay access charges calculated in accordance with the provisions of Article 19 (Method of Calculation of Usage-Sensitive Access Charges) per each function specified in Article 15 (Functional Classification of Interconnection Charges) that is used for interconnection messages.

### Part 3: Obligation to Pay Expenses for Works and Procedures and Other Expenses

#### (Obligation to Pay Expenses for Works)

Article 17 1. When a contracting carrier (including an applicant for interconnection; hereinafter the same in this Article) receives approval for its application for works, it is required to pay expenses for works as specified in 2.1 (Expenses for Works), Table 2 in the Tables of Charges.

However, this shall not apply when the relevant Agreement has been canceled or expired or request for works has been canceled before the start of works. In such event, if such expenses for works have been paid, NTT shall return them.

2. Notwithstanding the provisions of the preceding paragraph, when the request for works has been cancelled after the start but before the completion of works, a contracting carrier is required to bear the expenses that will be newly incurred as a result of such cancellation and the expenses that have been so far incurred, plus an amount equivalent to the consumption tax (meaning the amount individually determined by consultation; in case of calculating the expenses in accordance with the provisions of an individual contract, the amount so calculated).

#### (Obligation to Pay Expenses for Procedures)

Article 18 A contracting carrier is required to pay expenses for the procedures specified in 2.2 (Expenses for Procedures), Table 2 in the Tables of Charges in case any of the items listed below applies.

- (1) When NTT has conducted billing reconciliation work as specified in Paragraph 3, Article 24 (Handling of Discrepancies in Billed Amounts).
- (2) When the relevant contracting carrier receives information concerning the optical intra-office transmission line pursuant to the provisions of Article 10-2 (Preliminary Inquiry) of the Articles of Agreement Concerning Interconnection that are applied based on the provisions of Article 28 (Application of Articles of Agreement Concerning Interconnection).
- (3) When the relevant contracting carrier receives approval for an application for the installation of the line relating to the IP communications network inter-prefecture transmission function (hereinafter referred to as the "IP communications network inter-prefecture line") specified in 1.1.2.3, 1.1 (Access Charges), Table 1 in the Tables of Charges.

2. Notwithstanding the provisions of the preceding paragraph, when the request for procedures has been cancelled after the start but before the completion of procedures, a contracting carrier is required to bear the expenses that will be newly incurred as a result of such cancellation and the expenses that have been so far incurred, plus an amount equivalent to the consumption tax (meaning the amount individually determined by consultation; in case of calculating the expenses in accordance with the provisions of an individual contract, the amount so calculated).

#### (Obligation to Pay Other Expenses)

Article 18-2 When a contracting carrier uses the circuit connection equipment of NTT for interconnection to NTT's telecommunications facilities, it is required to pay other expenses for the period starting from the day on which such usage starts and ending on the day before the date of usage cancellation (if the date when usage starts is the same as the date of cancellation, etc., the period shall be one day) by applying mutatis mutandis the provisions concerning the obligation to pay leased line charges under the articles of agreement for leased line service.

2. When a status in which the circuit connection equipment cannot be used (including cases similar to total unavailability because of extreme hindrance to such function) occurs during the period specified in the preceding paragraph for any of the reasons listed below, a contracting carrier is not required to pay the expenses for the time when such function cannot be used by applying mutatis mutandis the provisions concerning the obligation to pay leased line charges under the articles of agreement for leased line service.

- (1) When interconnection has been suspended for a reason attributable to NTT
- (2) When NTT has ceased telecommunications business
- (3) When telecommunications facilities for interconnection cannot be used for any other reasons attributable to NTT

3. If charges not required have already been paid, NTT shall return such charges.

#### Part 4: Calculation and Payment of Charges

##### (Method of Calculation of Flat-Rate Access Charges)

Article 18-3 NTT shall calculate flat-rate access charges in accordance with calendar months. However, in the event any special provisions apply between NTT and the building owner with respect to the optical intra-office transmission function, such provisions shall be observed.

##### (Method of Calculation of Usage-Sensitive Access Charges)

Article 19 NTT shall calculate usage-sensitive access charges each calendar month with respect to communications completed between 00:00 of the first day of every month and 24:00 of the last day of said month, in accordance with the accumulated number of communications connections or communications hours to be measured as per the following Article, and pursuant to the provisions of Table1 (Access Charges) in the Tables of Charges.

##### (Measurement of Communications Hours, Etc.)

Article 20 1. The number of communications connections shall be accumulated by regarding each time a connect signal is received by NTT's telecommunications facilities as one connection, and said number shall be measured by NTT's equipment.

2. Communications hours shall be the period from the time a connect signal is received by NTT's telecommunications facilities to the time a disconnect signal is received by NTT's telecommunications facilities, and shall be measured by NTT's equipment.

3. Notwithstanding the provisions of the preceding two paragraphs, NTT shall not measure the number of communications connections or communications hours for the communications listed below.

- (1) Communications to telecommunications circuits established by NTT for business reasons to which users are not required to pay charges for communications.
- (2) Communications for testing (limited to communications using testing numbers established by NTT or a contracting carrier).
- (3) Communications encountering equipment faults, etc., that affect billing.
- (4) Communications interconnected in accordance with the provisions pertaining to the handling of interconnection to telephones for emergency calls as specified in the Articles of Agreement Concerning Interconnection.

##### (Payment of Charges, Etc.)

Article 21 1. A contracting carrier is required to pay charges, etc. (meaning interconnection charges, expenses for works or procedures, other expenses, additional charges or arrearage interest; hereinafter the same) by the due dates set by NTT at a financial institution, etc., designated by NTT.



2. The method for the billing and payment of charges, etc., shall be stipulated in the Particulars on Settlement of Expenses for Interconnection to be determined by NTT upon consultation with a contracting carrier.

(Deferred Lump-Sum Payment of Charges)

Article 22 In case of special circumstances, NTT may request the lump-sum payment of charges, etc., for two or more months by the due dates specified by NTT with the prior approval of a contracting carrier.

(Retroactive Application of Interconnection Charges)

Article 23 In case of changes in the charge amounts specified in Table 1 (Interconnection Charges) and Table 2 (Expenses for Works and Procedures and Other Expenses) in the Tables of Charges (excluding charges for the optical intra-office transmission function), NTT shall apply the charge amount so changed retroactively to April 1 of the fiscal year immediately following the fiscal year relating to costs for the charge amount so changed.

Part 5: Handling Discrepancies in Billed Amounts

(Handling Discrepancies in Billed Amounts)

Article 24 1. In case of notification from a contracting carrier of inconsistencies with the billing materials recorded by said contracting carrier with respect to access charges billed by NTT, NTT shall carry out billing reconciliation in accordance with the Particulars on Settlement of Expenses for Interconnection to be determined upon consultation with the contracting carrier.

2. When NTT is billed by a contracting carrier for access charges pertaining to said contracting carrier and if there are inconsistencies with the billing materials recorded by NTT, NTT shall request said contracting carrier to carry out billing reconciliation.

3. When NTT has requested billing reconciliation and has received a response asking NTT to carry out billing reconciliation because the relevant contracting carrier is unable to carry out same, NTT shall carry out such reconciliation.

4. If NTT finds through billing reconciliation any errors in billing materials recorded by one party, NTT shall treat billing materials recorded by the other party as correct and, in the absence of finding any cause for such inconsistency, NTT shall determine the amount of access charges upon consultation with the contracting carrier.

Part 6: Handling of Fractions

(Handling of Fractions)

Article 25 In case of any fractions of less than one yen resulting from the calculation of charges, etc., or other calculations, NTT shall discard such fractions unless otherwise stipulated separately.

Chapter IX Miscellaneous

(Limitation of Approval)

Article 26 Unless otherwise stipulated in these Articles of Agreement, when NTT is requested by an applicant for interconnection to undertake works or procedures, etc., and if hindrance is likely to be caused to the implementation of NTT's business activities such as that it is difficult to accept such a request from a technical standpoint or that it becomes extremely difficult to carry out maintenance by accepting such a request, or if an applicant for interconnection fails or is likely to fail to pay any amount payable with respect to interconnection, NTT may decline to approve such a request. In such event, NTT shall provide written notification of the reasons therefor to the applicant for interconnection making such request.

(Reciprocal Conditions)

Article 27 When a contracting carrier concludes an Optional Agreement with NTT, it may conclude a separate optional agreement with NTT on a reciprocal basis under the same terms as those specified in these Articles of Optional Agreement with respect to the matters contained in these Articles of Optional Agreement

from among the matters described in the provisions pertaining to the reciprocal conditions in the Articles of Agreement Concerning Interconnection (including cases in which the provisions of the Articles of Agreement Concerning Interconnection are applied mutatis mutandis).

(Application of Articles of Agreement Concerning Interconnection)

Article 28 1. The provisions of the Articles of Agreement Concerning Interconnection shall apply mutatis mutandis with respect to the procedures relating to the standard points of interconnection, preliminary inquiries, and the interconnection to NTT's optical line facilities, the procedures for the conclusion of Optional Agreements other than those for an application for interconnection to non-designated telecommunications facilities, the assignment or succession of status under an Optional Agreement, amendment or cancellation of an Optional Agreement, confidentiality obligation of NTT and a contracting carrier and notification of necessary matters (excluding matters related to additions, changes or the abolition of a POI and region subject to interconnection), mutual cooperation, responsibility of a contracting carrier to identify faulty sections, assignment, etc., of accounts receivable to third party, interruption of interconnection messages, identification of priority communications, handling of interconnection to telephones for emergency calls, temporary discontinuance and suspension of interconnection, etc., handling when access charges cannot be calculated accurately due to NTT equipment faults, etc., forfeiture of grace period, deposits, etc., additional charges and arrearage interest, technical conditions, limitation of responsibility, handling in case of cancellation, etc., and exemptions, establishment, billing and calculation of user charges, special rules concerning roaming, and responses to complaints or requests for fault repairs, etc., from users.

2. An Optional Agreement shall cease to exist when an Interconnection Agreement between NTT and a contracting carrier is canceled, in addition to the cases provided in the Articles of Agreement Concerning Interconnection.