MELITA LIMITED

AND

OPERATOR

INTERCONNECTION AGREEMENT

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Subject to Contract

THIS AGREEMENT is made on [Date]

Between

MELITA LIMITED having company registration number C 12715 and having its registered address at Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, Birkirkara, CBD 1020, (hereinafter referred to as "Melita")

and

OPERATOR having company registration number C _____ and having its registered address at _____ (hereinafter referred to as "the Operator");

Individually referred to as the "Party" and collectively as the "Parties"

1. Introduction

Whereas

A. Melita is authorised under the Electronic Communications (Regulation) Act Chapter 399 of the Laws of Malta ('ECRA') to provide electronic communications networks and/or electronic communications services.

B. Melita has been designated by the MCA as having significant market power in the market for wholesale fixed voice call termination provided over its own network, and is in possession of a general authorization for the provision of a public communications network, publicly available telecommunications services and other publicly available electronic communication services, pursuant to the provisions of the ECRA.

C. Melita is subject to access and interconnection obligations, which are primarily intended to ensure end-to-end connectivity between end-users. These obligations arise from various provisions of applicable legislation, including Regulation 11(2) and Regulation 47(1) of the Electronic Communications Networks and Services (General) Regulations ('ECNSR'), as well as relevant MCA Decision Notices such as the National Numbering Conventions.

D. The Operator is authorised to provide electronic communications networks and/or electronic communication services, pursuant to the provisions of the ECRA.

E. The Parties have agreed to interconnect their respective Networks, in accordance with the principles set out in the ECRA and applicable legislation, and to supply related services and facilities on the terms and conditions laid down in this Interconnection Agreement.

F. The Parties entering into this Interconnection Agreement recognise the necessity of effective Interconnection of their Networks in the provision of quality telecommunications services to their respective customers.

G. The Parties believe that a fundamental principle of interconnection is to enable customers of one of the Parties to communicate effectively with customers of the other Party and that accordingly:

   (a) interconnection should not be unnecessarily constrained by technical obstacles or limitations which have no justifiable objective basis;

(b) the quality of interconnection services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets for quality of service, operations and maintenance, provisioning and network performance in interconnection;

(c) the Parties should at all times act so as to facilitate the speedy and effective operation of this Interconnection Agreement, to the benefit of customers;

(d) they shall exchange technical information in order to make Interconnection effective, subject to commercial confidentiality and to the provisions of Annex F hereof;

(e) in implementing services and facilities under this Interconnection Agreement, both Parties should endeavour to minimise the attendant costs, provided that this does not result in additional cost attribution to other products and services provided by either Party and is consistent with agreed quality standards.

In consideration of the mutual covenant and obligations contained in this Interconnection Agreement, the Parties HEREBY AGREE AS FOLLOWS:

2. Definitions and Interpretation

2.1. In this Interconnection Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A hereof.

2.2. References to "Melita" and "the Operator" shall include their respective employees, agents, successors (whether by operation of the law or otherwise) and legally permitted assignees, transferees or sub-contracted persons.

2.3. The headings of the Clauses of this Interconnection Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the said Clauses.

2.4. References to Acts and any regulations made thereunder are to such legislation as amended from time to time.

2.5. References to Clauses, Schedules, Annexes and Appendices are to clauses in and schedules, annexes and appendices to this Interconnection Agreement.

2.6. The Interpretation Act, Chapter 249 of the Laws of Malta shall apply for the purpose of interpreting this Interconnection Agreement as if it were an Act of Parliament.

2.7. Any word or expression used in this Interconnection Agreement shall have the same meaning as it has in the ECRA or in either Party's general authorisation unless a different meaning is applied to it specifically under this Interconnection Agreement or the context otherwise requires.

2.8. In the event of any inconsistency between the meaning that any word or expression used in this Interconnection Agreement has in the ECRA and the meaning it has in either Party's general authorisation, the meaning it has in the ECRA shall prevail.

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

1. Main Body of this Interconnection Agreement
2. Annex A - Definitions
3. Annex B - Billing and Payments
4. Annex C - Service Schedules
5. Annex D - Service Level Agreement
6. Annex E - The Network Plan
7. Annex F – Non-Disclosure Provisions
8. Annex G - Operations and Maintenance Manual
9. Annex H - Technical Manual
10. The Melita Price List & the Operator Price List

3. Commencement, Duration & Termination

3.1. This Interconnection Agreement shall come into force on the [Date] (hereinafter referred to as the '**Effective Date**') hereof and, without prejudice to the provisions for earlier termination contained in this Interconnection Agreement, it shall remain in force for an initial period of two (2) years (Term) and shall continue thereafter until terminated by either Party in accordance with the provisions of clause 3.5.

3.2. Without prejudice to the provisions of Clause 3.4, this Agreement shall terminate upon:

3.2.1. the expiry, earlier revocation or other termination of the Operator General Authorisation without there being a replacement or other General Authorisation to Operator to run the Operator System;

3.2.2. the expiry, earlier revocation or other termination of the Melita General Authorisation/License without there being a replacement or other Authorisation/License to Melita to run the Melita System.

3.3. The operation of this Interconnection Agreement and all interconnections and/or services or any part of any of them provided under or pursuant to this Agreement may be suspended forthwith by either Party in the event that and for so long as the other Party shall be in material breach of this Agreement (including non-payment of any sums due thereunder) and shall have failed to remedy such breach within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied PROVIDED THAT in case of emergency such suspension may be implemented without prior notice but, in any case, such suspension shall only apply to those services provided under this Agreement which are affected by the emergency.

3.4. Without prejudice to Clause 3.1 and Clause 22, this Interconnection Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:

3.4.1. is unable to pay its debts; or

3.4.2. ceases to carry on business; or

3.4.3. has a liquidator appointed and has ceased trading as a going concern; or

3.4.4. has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or

3.4.5. the breaching Party being in breach of a material obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within thirty (30) days starting on the day after receipt of written notice from the Initiating party giving full details of the breach and requiring the breaching Party to remedy the breach and stating that a failure to remedy the breach may give rise to termination under this Clause 3.4.

3.5. For the avoidance of doubt and notwithstanding the provisions of Clauses 3.1 and 3.4, following the expiration of the Term, either Party may terminate this Interconnection Agreement by giving at any time to the other not less than six (6) months written notice to terminate.

3.6. After a notice has been given pursuant to Clause 3.5 a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.

Following a request pursuant to this Clause 3.6, if, on termination of this Interconnection Agreement either Party would be obliged under its Authorisation to enter into a new interconnection agreement with the other Party then the Parties shall carry on good faith negotiations with a view to entering into a new agreement to take effect on termination of this Interconnection Agreement.

Effects of Termination

3.7. Upon the termination or expiry of this Agreement each Party shall be entitled after reasonable prior notice in writing to the other Party to enter the premises of the other Party for the purposes of carrying out any necessary disconnection works and repossessing any plant equipment or apparatus belonging to the Party or a third party installed by or for that Party provided that the Party seeking to enter the premises shall give the other reasonable notice requesting that the other Party carry out disconnection and return any such plant equipment and apparatus and shall only enter the premises if that other Party shall have failed to do so. The Party on whose premises such equipment or apparatus was installed shall compensate the other for any such plant equipment apparatus or things belonging to the other or such third Party which are not delivered up in good condition (fair wear and tear excepted) and the Party carrying out such disconnection works shall indemnify the other in respect of any damage thereby caused to the premises fixtures and fittings of such Party. Neither Party shall be responsible for any damage to plant equipment or apparatus belonging to the other or such third party which has been caused by any failure by the other or such third party to perform necessary and timely maintenance.

3.8. Termination or expiry of this Agreement shall not:-

3.8.1. operate as a waiver of any breach by a Party hereto of any of the provisions hereof and shall be without prejudice to any rights liabilities or obligations of either Party which have accrued up to the date of such termination or expiry;

3.8.2. affect the coming into force or the continuation in force of any provision hereof which is expressly or by implication intended to come into force on or after such termination or expiry.

4. Network Interconnection

4.1. Interconnection between the Operator Network and the Melita Network will be achieved through a number of Interconnection Links. Each Interconnection Link will identify a connection between one of the Operator Interconnection Nodes and one of the Melita Interconnection Nodes. Details of the manner in which this shall be achieved are set out in Annex E hereof, as may be amended from time to time by the Joint Technical Committee. The technical standards supported by either Party for the purposes of this Interconnection Agreement are set out in Annex H as may be amended from time to time by the Joint Technical Committee set up in accordance with this Interconnection Agreement.

4.2. Interconnection Links will be provided and operated in the manner described in Service Schedule 1 of Annex C.

4.3. The actual Point of Interconnection shall be where the Requested Party's Network connects with the Requesting Party's Network and shall be a physical point at the site of the Requesting Party or the Requested Party, where the connection can be disconnected in order to conduct testing. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the Point of Interconnection to meet the agreed forecasted requirements in the Network Plan. Each Party shall be wholly responsible for the operation and maintenance of this transmission medium. Any determinations required in terms of capacity and transmission media shall be determined by the Joint Technical Committee.

4.4. Either Party shall have the right at any time during the duration of this Interconnection Agreement to indicate the Interconnection Node in its Network so as to provide optimal network connectivity with the rest of its Network. In the eventuality that the Requesting Party insists upon a particular Interconnection Node and the Requested Party encounters any technical problems in regard to such Interconnection Node, the Requested Party reserves the right to refuse such Interconnection Node and to offer the Requesting Party an alternative Interconnection Node, such request not to be unreasonably withheld.

4.5. All infrastructure necessary for the purposes of this Interconnection Agreement, including but not limited to the Interconnection Links, shall be provided by the Parties themselves to one another, and only in the event that neither Party is able to provide any part of such infrastructure shall the Parties undertake to find an alternative Third Party provider of the same.

4.6. The ordering periods for new Interconnection Links shall be as defined in Annex D hereof.

4.7. The requirements for connection and capacity available at each Point of Interconnection shall be as set out in Annex E hereof. The Requested Party shall, upon written request by the Requesting Party, provide within a reasonable period additional capacity at any of the Interconnection Nodes in the Requested Party's Network as may be appropriate should this be considered technically possible and feasibly acceptable by the Requested Party to enable the Requesting Party to operate its Network efficiently and effectively.

4.8. The Parties will not be responsible for the content of traffic conveyed through their respective Networks.

4.9. Unless otherwise agreed to by both Parties or directed by the MCA, the Operator shall bear half the cost of the installation of each Interconnection Link and bear a charge equal to half the tariff for the Interconnection Link required.

5. RIO Services

5.1. The Service Schedules attached at Annex C provide detail on the RIO Services and any Additional services that either Melita or the Operator shall provide under this Interconnection Agreement and the terms and conditions relating thereto.

5.2. For the avoidance of doubt and notwithstanding the Interconnection between the Operator Network and the Melita Network neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Service Schedule in Annex C hereof.

5.3. The Service Level Agreement provided at Annex D hereof provides details on the procedures and timescales for delivery of the RIO Services and Additional Services.

6. Charging for RIO Services

6.1. The charging structure for each RIO Service is described in the Service Schedules at Annex C.

6.2. Charges applicable for each RIO Service are as published in either Party's respective RIO Services Price List. The method of reviewing these charges is described in Clause 21 hereunder if and where applicable.

6.3. The chargeable time for each Call shall be the "conversation time", unless otherwise specified. For the purpose of this clause, "conversation time" shall refer to the duration of each Call in respect of which the called person's Answer Signal is returned across the interface between the Networks. Charges shall commence when the called person's answer condition is transmitted to the Network originating the Call on a per second basis.

For the purposes of this Clause 6.3 and without prejudice to the provisions of the law and any directive or decision of the Authority, "Calls" shall not include other services such as premium rate services and/or special services, except where the Parties have so agreed and defined in writing. Provided that this clause is without prejudice to the obligation related to regulated charges on the part of the Requested Party to terminate, originate and/or transit these services where such services are regulated at law in accordance with any directive or decision of the Authority.

6.4. Save as may be otherwise provided in a Schedule at Annex C hereof**,** charges shall not be payable under this Interconnection Agreement by either Party to the other for the conveyance of a Call if the Call is not connected when there is a "ring" tone with no reply, an "engaged" tone, an "number unobtainable" tone.

7. New Services

7.1. Either Party to this Interconnection Agreement may, at any time, request from the other Party an agreement to interconnect their respective Networks for the provision of any service or facility which the other Party may wish to provide.

7.2. If a Party requests from the other Party an agreement for interconnection for the provision of a service which the Requested Party does not make available to third parties, but the Requested Party is obliged to provide such a service, the Requested Party shall enter into good faith negotiations for the provision of such service.

7.3. The Requesting Party shall provide the Requested Party with a written statement of its requirements at the time of its request; the Requested Party shall acknowledge receipt of such requests not later than five (5) Working Days after receipt.

7.4. Not later than one (1) month, unless otherwise agreed by the Parties, after receipt of statement of requirements, the Requested Party shall confirm whether the statement of requirements is sufficient. If not, the Requested Party shall request any further clarification it may reasonably require.

7.5. Subject to the Requesting Party's statement of requirements being sufficient, the Requested Party shall confirm in writing whether it accepts an obligation to enter into an agreement not later than two (2) months after the receipt of the statement of requirements unless otherwise agreed by the Parties.

7.6. If it does accept an obligation to do so, the Requested Party shall endeavour to agree the technical and commercial aspects of interconnection within seventy-five (75) calendar days after receipt of the statement of requirements unless otherwise agreed by the Parties.

7.7. If the Requested Party does not accept an obligation, a Dispute may be deemed to have arisen between the Parties and the Parties may invoke the provisions of clause 17 hereof. Negotiations to agree terms for interconnection may nevertheless continue pending resolution of the Dispute.

7.8. If the Requested Party is obliged to publish a Reference Interconnect Offer and the request is for a new interconnection service, the agreed technical and commercial terms will be incorporated into a revision to this Interconnection Agreement.

8. Measurement of Traffic

8.1. The responsibility for traffic measurement shall reside with the Billing Party responsible for that particular RIO Service.

8.2. Each Party shall ensure that it records measurements of traffic in sufficient detail to meet its obligations as outlined in Annex B and Annex C hereof.

9. Billing and Payment

9.1. Each Party shall bill and reimburse the other Party in accordance with Annex B hereof.

9.2. The charges in the Melita Price List are quoted net of VAT or any other similar tax that may be applicable from time to time. Any such VAT or other similar tax shall be charged over and above such quoted charges.

9.3. Invoices are due and payable in Euros (€) by the Due Date.

9.4. In addition, each Party shall provide to the other invoices of all amounts due to it calculated in accordance with the provisions of Annex B.

9.5. If any Dispute arises between the Parties in regard to the accuracy of the invoices, the Parties should follow the Dispute resolution procedure contemplated in Clause 17 hereunder.

9.6. Charges shall be payable by one Party to the other provided such charges are specifically referred to in this Interconnection Agreement.

10. Network Design and Planning

10.1. Network design and planning of the Network Interconnection between the Parties is as outlined at Annex E hereof.

10.2. The Forecasts provided between the Parties shall be subject to the provisions of Annex E and Annex G hereof.

10.3. Both Annex E and Annex G shall be reviewed by the Joint Technical Committee once every three (3) months and shall be updated by such Committee as may be necessary from time to time.

11. Network Alteration and Impairment of Service

11.1. Any request made by either Party wishing to make a Network Alteration to its own or to the other Party's Network shall be regulated by the provisions of Annex G hereof.

11.2. In the event that either Party causes an impairment of service, the Party whose Network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing or permitting the impairment of service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any trunk, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to endeavour to resolve promptly the impairment of service. If the Impairing Party is unable to remedy promptly the impairment of service, then the Impaired Party may discontinue the use of the affected trunk, facility or equipment until such time as there is no impairment of service subject to the provisions of Annex D (Service Level Agreement).

12. Network Safety and Standards

12.1. Each Party is responsible for the safe operation of its Network and all equipment relating thereto and shall take all reasonable and necessary steps in its operation and implementation of this Interconnection Agreement to ensure that its Network and all equipment relating thereto does not:

(a) endanger the safety or health of all persons including each other's employees, contractors, agents or customers of the other Party and in this respect each Party shall be responsible for the safe operation of the equipment within its System on its side of the Point of Interconnection between the Operator System and the Melita System; or

(b) damage, interfere with or cause any deterioration in the operation of the other Party's Network or any equipment relating thereto.

12.2. If one Party's Network is a threat to any person's safety, the other Party may suspend, to the extent that is strictly necessary, such of its obligations hereunder, and for such period as is necessary to eliminate or ensure the normal operation of its Network or to reduce the threat to safety.

12.3. Neither Party shall do or permit anything to be done or omit or permit the omission of anything in relation to the other Party's Network which either causes damage to the other Party's Network or will, save as permitted under or pursuant to this Interconnection Agreement, result in modification of the proper and normal operation of the other Party's Network.

12.4. Either Party ("the Requested Party") shall upon reasonable written request made to it by the other Party ("the Requesting Party") provide the Requesting Party with all necessary facilities including the rights of access to any Point of Interconnection in order that the Requesting Party may ensure that the Requested Party is complying with its obligations under this Clause 12, provided that the Requesting Party shall not in so doing do anything which may inhibit or interfere with the proper and normal operation of the Requested Party's Network. Provided further that the Requesting Party shall notify the Requested Party in good time to accede to such request.

12.5. Each Party shall ensure that Interconnection by it pursuant to this Interconnection Agreement, including its apparata used to establish and provide Interconnection, shall conform with national and international standards and operating guidelines including but not limited to those of the International Telecommunication Union (ITU) and the European Telecommunications Standards Institute (ETSI).

12.6. The signalling protocol between the Systems shall be as provided for in Annex E (Network Plan). The signalling messages between the Systems shall be used to support services specified in Annex C (Service Schedules).

12.7. The transmission performance and grade of service shall be as set out in Annex D (Service Level Agreement) and Annex H (Melita Malta Technical Manual).

12.8. Neither Party shall connect or knowingly permit the connection to its Network any equipment which does not meet the requirements specified in Clauses 12.4 to 12.7 or which shall degrade the quality of the other Party's Network.

13. Numbering & CLI

13.1. Nothing in this Interconnection Agreement shall be construed in any manner to limit or otherwise adversely impact upon either Party's right pursuant to its authorisation to be assigned numbers in accordance with the National Numbering Plan. Each Party shall use numbers in accordance with the National Numbering Plan.

13.2. It shall be the responsibility of each Party to programme and update its own Network to recognise and route traffic to the other Party's assigned numbers at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such programming and updating of the Services contemplated in Annex C hereof. Provided that nothing in this Interconnection Agreement shall prejudice the principles of number portability.

13.3. The Parties shall ensure that their respective Systems shall (to the extent that the Party's System is able to do so) generate and convey to the other Party's System the CLI associated with all Calls passed from that Party's System to the other Party's System where that Call has originated in Malta. Where the Call originates from outside Malta, each Party shall present CLI to the other Party where it is commercially available from the originating network. Both Parties shall be entitled to use such CLI (subject to Clause 13.4 below) for presentation purposes and to pass such CLI to third party electronic communications operators for such purposes.

13.4. Any arrangements which the Parties make with regard to CLI shall be subject to any obligation or condition under either Party's licence/authorisation or any statutory or legal obligation or restriction with regard to confidentiality or otherwise, including the Data Protection Act (Chapter 440 of the Laws of Malta) and the Electronic Communications (Regulation) Act and any other applicable laws and regulations including any European Union regulation/directive, as may be updated from time to time.

13.5. Each Party shall comply with the reasonable requests of the other made for the purposes of complying with the applicable laws and regulations mentioned in Clause 13.4 above.

14. Quality of Service

14.1. The Parties shall meet the target service standards as specified in Annex H hereto.

15. Provisioning, Operation and Maintenance

15.1. The procedures for the installation and testing of the initial Interconnection as well as for the continued operation and maintenance thereof shall be governed by the provisions of Annex G and Annex H hereto.

16. Provision of Information

16.1. Subject to any confidentiality obligations, either Party shall provide appropriate information including, but not limited to, information regarding network control and management, as is reasonably required by the other Party for Interconnection of the respective Party's Network and provision of RIO Services, provided that such information is held by the Party requested to provide it.

16.2. The Parties shall consult each other on a timely basis in relation to the operation of this Interconnection Agreement and apply their best endeavours to resolve any problems arising from such consultation or otherwise encountered in relation to this Interconnection Agreement.

16.3. Without prejudice to the provisions of Clause 16.1 each of the Parties shall appoint a representative for the purposes of overseeing the organisation of the day-to-day practical implementation of this Interconnection Agreement; each of them shall liaise with the other and report to the Party appointing him on any problem which has not proved capable of resolution. On receipt of such report the Parties shall consult with a view to achieving a mutually acceptable solution to such problem.

16.4. The Parties shall further establish the following working groups, which shall consist of individuals representing each of the Parties, at the earliest opportunity upon the coming into force of this Interconnection Agreement:

16.4.1. Interconnect Steering Group – responsible for the overall Interconnection Agreement;

16.4.2. Commercial Working Party – to address commercial, financial and policy aspects of the interconnection relationship; and

16.4.3. Joint Technical Committee – responsible for all technical issues, forecasting, ordering and provisioning, operator and quality assurance.

The frame and composition of these working groups shall be mutually agreed upon in writing by the Parties. The members of such working groups shall themselves lay down the procedures to be followed by such working groups when performing their function in accordance with this Interconnection Agreement.

16.5. The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

16.6. Subject to Clause 23 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any written conditions imposed, including those relating to confidentiality as per Clause 19 or arising as a consequence of any failure by the Receiving Party or by any Third Party authorised by the Receiving Party to comply with any obligation of confidentiality in accordance with the said Clause 19 or with any obligation under the Data Protection Act (DPA) or other relevant regulations.

16.7. Nothing in this Interconnection Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to the ECRA, the DPA or any other relevant legislation or EU Data Protection Legislation or Regulation.

16.8. Notwithstanding any provision of this Interconnection Agreement a Party shall not be obliged to provide information which is subject to a confidentiality obligation with a Third Party unless such Third Party consents to such disclosure.

17. Resolution of Disputes

17.1. The Parties undertake to carry out this Interconnection Agreement in the spirit of mutual co-operation and good faith.

17.2. Each Party shall use its reasonable endeavours to resolve any Disputes between them concerning the implementation, application or interpretation of this Interconnect Agreement, excluding those covered by Annex B, in the first instance through negotiation between the Parties through the normal contacts, hereinafter referred to as Level 1.

17.3. In the event of the Parties failing to resolve the dispute at Level 1 Negotiation within two (2) weeks either Party shall have a right to invoke the dispute procedures specified herein on the service of notice to that effect upon the other Party. The Party serving the notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute.

17.4. Upon service of such notice the Dispute shall be escalated to Level 2. The Parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.

17.5. If the endeavours of the Parties to resolve the Dispute at Level 2 are not successful within two (2) weeks of escalation of the Dispute to Level 2, either Party may upon service of notice to the other escalate the Dispute for determination to the Authority or to the relevant tribunal, forum or the Courts of Malta, and this without prejudice to any other right or remedy available to that Party in terms of law.

17.6. The name of each Party's liaison contact and representative at each level of consultation shall be as specified in Clause 25. No change to a liaison contact or representative shall be effective until it has been notified to the other Party.

17.7. The time limits specified at paragraphs 17.3 and 17.5 above may be extended by mutual agreement between the Parties.

17.8. Without prejudice to anything contained in this clause, the following Dispute resolution procedure shall apply to any billing Dispute including but not limited to a Dispute relating to the accuracy of any invoices. In such circumstances, the Parties shall in the first place consult with each other to try and resolve the Dispute. Failing resolution, the Parties shall jointly select an independent auditor of international standing to review the matter forming the subject of the Dispute. The auditor shall determine such matter including who of the Parties is to bear the costs of the Dispute. Both Parties shall be bound by the auditor's decision.

17.9. The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this Agreement.

17.10. Nothing herein shall prevent a Party from:

17.10.1. seeking (including obtaining or implementing) interlocutory or other immediate relief;

17.10.2. referring the dispute to the Malta Communications Authority or to the courts of competent jurisdiction in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution

17.11. During any period of dispute, before or until resolution in accordance with Clause 17 a Party shall not disrupt services being provided to the other Party, change any level of service being

provided to that Party or take any other actions which might materially and adversely affect that Party's service.

18. Security Deposit

18.1. Unless otherwise agreed to by Melita in writing, it is a condition precedent to this Agreement and to the provision of the services by Melita in terms of this Agreement, that the Operator shall provide to Melita such financial security as in the opinion of Melita is appropriate as security against the Operator's non-compliance with or non-observance of any of the provisions of this Agreement (including without limitation the failure to pay charges).

18.2. Without prejudice to clause 18.1 above, either Party may, at any time, require the other Party to enter into bank or other guarantees (or to provide some other form of financial security, for example a deposit) which is/are appropriate as security against such other Party's non-compliance with or non-observance of any of the provisions hereof (including failure to pay charges due under this Interconnection Agreement), provided that either Party shall only use the said remedy contemplated in this Clause as a last resort bearing in mind the seriousness of the breach in question. Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as either Party may reasonably allow) of the date of such Party's request for the same shall be deemed to be a breach of this Interconnection Agreement by the other Party.

18.3. A guarantee/deposit may be held until:

18.3.1. termination of the Agreement; and/or

18.3.2. all of one Party's liabilities to the other Party in respect of the Service are discharged.

18.4. A guarantee/deposit does not relieve either Party from its obligation to pay amounts to the other Party as they become due and payable, nor does it enable either Party to make allowance by way of set-off, deduction or withholding from any such amount. The deposit will not affect any right of the other Party to suspend, cancel or terminate the Agreement for non-payment.

19. Confidentiality

19.1. The Parties agree to treat the contents of this Interconnection Agreement and all Confidential Information defined as such in Annex F hereof as confidential in accordance with the terms and conditions outlined in Annex F hereof.

19.2. Without prejudice to the preceding sub-clause, either Party shall be entitled to deliver a copy of this Interconnection Agreement and any related documents to the MCA.

20. Intellectual Property Rights

20.1. Except as expressly otherwise provided in this Interconnection Agreement, Intellectual Property rights shall remain the property of the Party creating or owning the same and nothing in this Interconnection Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Interconnection Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

20.2. Where the intellectual property is developed in connection with performance of this Agreement then in the absence of any other agreement between the Parties, the ownership of the intellectual property so developed shall remain with the Party who developed the same.

21. Review

21.1. Subject to the provisions of Clause 21.3 hereunder, a Party may seek to amend this Interconnection Agreement at any time by serving on the other a review notice if:

(a) either Party's general authorization is materially modified (whether by amendment or replacement); or

(b) a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing electronic communications in Malta; or

(c) a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Interconnection Agreement; or

(d) this Interconnection Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause 24 hereof; or

(e) a Party wishes for any reason to amend any particular Clause of this Interconnection Agreement; or

(f) This Interconnection Agreement makes express provision for a review or the Parties agree in writing that there shall be a review.

21.2. A review notice shall set out in reasonable detail the issues to be discussed between the Parties.

21.3. A Party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of ninety (90) days commencing on 1st October in any year.

21.4. Without prejudice to anything contained in this Clause, the provisions of Annexes B, C, D, E, G and H may be reviewed and amended by the Joint Technical Committee or the Commercial Working Party from time to time in the manner that such Committee or Working Party reasonably deems fit.

21.5. Without prejudice to anything contained in this Clause, either Party may amend the charges set out in either of its Price Lists or add new charges thereto at any time in its sole discretion, subject to any applicable regulatory obligations, provided that such new charges and/or amendments will (unless regulatory obligations otherwise require) only become effective on the lapse of six (6) weeks from the date on which the Party making the amendments or adding the new charges notifies the other Party of such amendments and/or new charges.

21.6. On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Interconnection Agreement.

21.7. For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Interconnection Agreement shall remain in full force and effect.

21.8. If the Parties fail to reach agreement on the subject matter of a review notice within three (3) calendar months from the date of service of that review notice (the “Relevant Period”), either Party may, by written notice given no later than one (1) calendar month after the

expiry of the Relevant Period, refer the unresolved matters for resolution in accordance with Clause 17 above.

A referral under this Clause shall be made where there are matters upon which the Parties have failed to agree, and shall specify:

21.8.1. whether this Interconnection Agreement should be modified to take account of such matters; and, if so

21.8.2. The amendment/s to be made to this Interconnection Agreement.

21.9. The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular review notice.

21.10. The Parties shall enter into an agreement to modify or replace this Interconnection Agreement in accordance with what is agreed between the Parties to conform to a decision of the National Regulator's which may have a bearing on the provisions of this Interconnection Agreement.

22. Force Majeure

22.1. Neither Party to this Interconnection Agreement shall be liable for any delay or failure in performance of any part of this Interconnection Agreement from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of God, acts or omissions of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, floods, compliance with any statutory, regulatory or legal obligation, work stoppages, industrial disputes of any kind (whether or not involving that Party's employees), 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, subsidence, acts or omissions of persons or bodies for whom the Party affected by the force majeure is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party.

22.2. The Party affected by a force majeure shall as soon as reasonably practicable notify the other Party in writing of the force majeure, the date on which the force majeure started and the effects of the force majeure on its ability to perform its obligations under this Interconnection Agreement

22.3. If the Party affected by a force majeure does not comply with the preceding sub-clause, it forfeits its right to have its obligations under this Interconnection Agreement suspended while the force majeure continues and to the extent that it is so prevented, hindered or delayed.

22.4. Upon cessation of the effects of the force majeure the Party affected by a force majeure shall promptly notify the other of such cessation.

22.5. If as a result of a force majeure the performance by either Party of such Party's obligations under this Interconnection Agreement is only partially affected, such Party shall, nevertheless remain liable for the performance of those obligations not affected by the force majeure.

22.6. If, as a result of a force majeure as contemplated in this Clause 22, the performance by either Party of its obligations under this Interconnection Agreement is affected to such an extent that such Party is completely unable to perform such obligations, and the force majeure continues for more than two (2) months from the date on which the force majeure is notified to the other Party, either Party may terminate this Interconnection Agreement by giving the other Party not less than thirty (30) working days written notice of its intention to so terminate.

Provided that if as a result of a force majeure the performance by either Party of its obligations under this Interconnection Agreement is only partially affected, then the provisions of Clause 22.5 shall apply.

23. Limitation of Liability

23.1. Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Interconnection Agreement.

23.2. If a Party is liable to the other Party for the breach of any of its obligations under this Interconnection Agreement (excluding the liability to settle any charges incurred in relation to any RIO Service contemplated by this Interconnection Agreement) such Party's liability to the other shall be limited to one million Euro (€ 1,000,000) for any one event or series of connected events and two million Euro (€ 2,000,000) for all events, whether connected or not, in any period of twelve (12) calendar months.

23.3. The Operator shall not be liable to Melita for claims, proceedings or actions brought or made against Melita by a user of electronic communications equipment which is connected to the Melita System nor shall Melita be liable to the Operator for claims, proceedings or actions brought or made against the Operator by a user of electronic communications equipment which is connected to the Operator System. The provisions of this Clause 23.3 shall apply notwithstanding that such claims, proceedings, or actions arise from the actions or omissions of the Operator or Melita respectively.

23.4. The provisions of the preceding sub-clause shall not apply and either Party ("the indemnifying Party") shall defend and fully indemnify the other Party ("the indemnified Party"), its officers, directors, employees and permitted assignees and hold such indemnified Party harmless against any loss to the indemnified Party or to any Third Party arising out of the negligence or willful misconduct by the indemnifying Party, its employees, agents, customers, contractors, or others retained by such parties, in connection with its provision of services under this Interconnection Agreement or arising out of the indemnifying Party's failure to comply with the provisions of any law.

Furthermore, each Party represents and warrants that it is not subject to any sanctions or restrictive measures imposed by any government, regulatory, or international body that may affect its performance under this Agreement. Each Party shall comply with all applicable sanctions and trade control laws. In the event that the Indemnifying Party breaches this clause, the Indemnifying Party shall indemnify, defend, and hold harmless the Indemnified Party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or resulting from such breach. Furthermore, each Party shall immediately notify the other Party in writing if it becomes subject to any such sanctions or restrictive measures during the term of this Agreement, and the affected Party shall have the right to terminate this Agreement with immediate effect upon such notification.

23.5. Nothing in this Clause shall be interpreted as an exclusion or restriction by either Party of its liability for death or personal injury caused by its own negligence or for any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this Interconnection Agreement.

23.6. Nothing in this Clause shall render either Party liable to the other for loss of profits, business revenues, missed opportunities or anticipated savings whether incurred directly or indirectly, or for any indirect or consequential damage whatever either in contract, tort or otherwise (including negligence or breach of statutory duty).

23.7. Each provision of this clause limiting or excluding liability operates separately and survives independently of the others.

24. Assignment of Rights and Obligations

24.1. This Interconnection Agreement is personal to the Parties hereto and unless otherwise agreed in writing, and subject to Clause 24.2, no rights, benefits or obligations under this Interconnection Agreement may be assigned, sub-contracted or transferred, in whole or in part, by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Provided however that Melita shall be in a position to transfer its rights and/or obligations under this Agreement, in case of change of control, to any third party.

Provided that each Party ("the Sub-contracting Party") may sub-contract this Interconnection Agreement in whole or in part to an entity under its direct or indirect control ("the Sub-contracted Party") without the consent required under this Clause 24.1, unless the Sub-contracted Party is not in possession of a general authorization under the ECRA, in which case the aforementioned consent of the other Party shall be required.

The Sub-contracting Party shall promptly give notice to the other Party of any sub-contracting arrangement permitted to be made in accordance with this Clause. Nevertheless, no such notification shall be required in the case of a sub-contracting arrangement which may be made in accordance with this Clause without the other Party's consent, provided that in such cases the Sub-contracting Party shall remain exclusively liable vis-à-vis the other Party for the due and proper performance of all its obligations under this Interconnection Agreement, and provided further that no relationship whatsoever shall be created between the Sub-contracted Party and such other Party.

24.2. Without limiting the generality of the foregoing, this Interconnection Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assignees. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Interconnection Agreement.

25. Notices

25.1. A notice or other communication required to be given by one Party to the other under this Interconnection Agreement shall be in writing and shall be deemed duly served if:

(a) delivered personally by hand during office hours: at the time of actual delivery;
(b) sent by electronic mail: upon receipt in terms of the Electronic Commerce Act (Chapter 426 of the Laws of Malta);

(c) sent by registered post (return receipt to be requested): three (3) Working Days after the day of posting.

25.2. Except if otherwise specifically provided all notices and other communication relating to this Interconnection Agreement shall be in writing and shall be addressed to:

Melita Limited	The Chief Executive Officer Melita Limited Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, Birkirkara, CBD 1020 Email: interconnect@melitaltd.com
The Operator:	_____ _____ _____ _____ _____

or to such other designated officials, addresses or email address as either Party shall designate by proper notice.

26. Works

26.1. All equipment provided by either Party in connection with this Agreement shall remain the property of that Party and shall form part of that Party's System.

26.2. Neither Party shall, and shall procure that none of its employees or agents shall, interfere with the equipment of the other Party.

26.3. If either Party wishes to enter and carry out connection, disconnection or maintenance works (either itself or by means of agents or subcontractors) on the premises of the other Party, the Party wishing to carry out the works shall notify the other Party and obtain the written consent of the other Party for the carrying out of such works prior to entering into the premises and commencing any such work. Such consent shall not be unreasonably withheld or delayed. Where either Party enters the premises of the other Party for the purpose of carrying out any such works:-

26.3.1. it shall comply with the requirements of Annex D (Service Level Agreement) and Annex H (Technical Manual);

26.3.2. it shall indemnify the other Party in respect of any loss or damage thereby caused by the other Party including its agents and sub-contractors; and

26.3.3. it shall observe the reasonable requirements of the other Party in respect of health and safety whilst at the premises.

27. Waiver

27.1. A failure to exercise or delay in exercising a right or remedy provided by this Interconnection Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies or in any way affects the validity of this Interconnection Agreement. No single or partial exercise of a right or remedy provided by this Interconnection Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

28. Severability

28.1. The invalidity, illegality or unenforceability of any Clause of this Interconnection Agreement or part thereof for any reason whatsoever shall not affect the validity, legality or enforceability of the remaining Clauses of this Interconnection Agreement.

28.2. If further lawful performance of this Interconnection Agreement or any part hereof shall be rendered impossible by the final judgment or final order of any court of competent jurisdiction, commission, or governmental agency or regulatory authority having jurisdiction over either Party, the Parties undertake that they will forthwith thereupon use their best endeavours to agree on an amendment or amendments to this Interconnection Agreement or on modifications of their practices hereunder in such manner as will fully comply with such judgment or order and render further performance lawful.

29. Amendments

29.1. Save for the Parties' respective Price Lists, amendments and supplements to this Interconnection Agreement shall, in order for them to be valid, have been drawn up in writing, dated and signed by the duly authorised representatives of each Party. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining Clauses of this Interconnection Agreement.

29.2. Either Party may upon thirty (30) days prior written notice to the other Party, vary the specifications which are enclosed within Schedule C (Service Schedules) of the Agreement providing such changes do not reduce the functionality of the Melita National Termination Service or the Operator National Termination Service.

29.3. Any amendments to this Interconnection Agreement pursuant to directives or decisions of the Authority, which directives or decisions specify that such amendments shall be automatically incorporated into any interconnection agreement, shall with immediate effect from the effective date of the directive or decision be deemed to be automatically incorporated into this Agreement.

30. Rights of Third Parties

30.1. Except in the case of any permitted assignment pursuant to Clause 24 (Assignment of Rights and Obligations) this Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it and neither Party shall be entitled to declare itself a trustee of the rights under it for the benefit of any third party.

31. No Publicity

31.1. Without prejudice to the right of either Party to publish this Agreement or any part of this Agreement in order to comply with any legal or regulatory obligation upon it:-

31.1.1. neither Party shall make any press announcements or publicise this Agreement or any part of it in any way except with the written consent of the other Party, which consent shall not be unreasonably withheld;

31.1.2. both Parties shall take all reasonable steps to ensure adherence to the obligations emanating from this Agreement by all their employees, agents, sub-contractors and consultants.

32. Relationship of Parties

32.1. The relationship between the Parties is that of independent contractors. Nothing in this Interconnection Agreement shall be construed as making either Party hereto an agent, joint venturer or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of, the other, nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other which is contrary to or unauthorised by the provisions of this Interconnection Agreement.

33. Costs

33.1. Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

34. Governing Law and Jurisdiction

34.1. The interpretation, validity and performance of this Interconnection Agreement shall be governed in all respects by Maltese law.

34.2. The Parties irrevocably submit to the jurisdiction of the Maltese courts.

35. Compliance with Sanctions and Trade Restrictions

35.1. Neither Party shall be obliged to perform any obligation under this Agreement if such performance would violate applicable sanctions, embargoes, or other restrictive measures imposed by any governmental authority, including but not limited to those of the United Nations, European Union, United Kingdom, United States, or the jurisdiction in which either Party operates. Each Party represents and warrants that it is not subject to any such sanctions or restrictions and agrees to comply with all applicable sanctions laws and regulations. In the event that either Party becomes subject to such sanctions or restrictions during the term of this Agreement, it shall promptly notify the other Party, and the affected Party shall have the right to terminate this Agreement immediately upon written notice.

36. Anti-Bribery and Anti-Corruption Compliance

36.1. The Parties agree to comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to EU relevant legislation, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. Neither Party shall make or receive any offer, payment, or any other benefit that constitutes an illegal or corrupt practice, whether directly or indirectly, as an inducement or reward in relation to the execution of this Agreement. Each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of this Agreement. In the event of a breach of this clause, the non-breaching Party may terminate this Agreement with immediate effect by giving written notice to the breaching Party. This anti-bribery and anti-corruption clause shall survive the termination or expiration of this Agreement.

37. Previous Agreements

37.1. This Agreement shall supersede and prevail over all previous agreements, understandings or commitments made between the Parties or representations made by either Party whether oral or written relating to the subject hereof.

38. Good Faith

38.1. Each Party will at all times act in good faith to achieve the objectives of this Agreement.

39. Entire Agreement

39.1. The provisions of this Interconnection Agreement constitute the entire agreement between the Parties in relation to the subject matter of this Interconnection Agreement, and any previous Interconnection agreements between the Parties shall cease to have effect upon the coming into force of this Interconnection Agreement, subject to any rights that may have already accrued thereon.

IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of
MELITA LIMITED:

_____
SIGNATURE

_____
NAME OF SIGNATORY

_____
DESIGNATION

_____
DATE

SIGNED for and on behalf of
OPERATOR:

_____
SIGNATURE

_____
NAME OF SIGNATORY

_____
DESIGNATION

_____
DATE