ANNEX A

DEFINITIONS

In this Interconnection Agreement, unless inconsistent with the context in which they appear or with the ECRA (as defined hereunder), the following words and expressions have the meanings assigned to them below:

"Additional Services": any one or more of the Interconnection services detailed in Annex C of this Interconnection Agreement under the category of 'Additional Services'.

"Answer Signal": the signal required by the Call-originating Network to indicate connection to the called Party.

"Associated Company": a subsidiary or a holding company of either Party, the terms "subsidiary" and "holding" company having the meanings ascribed thereto by the Companies Act, Chapter 386 of the Laws of Malta.

"Authorisation/Licence": the authorisations/licences granted to the Operator and to Melita respectively as the case may be.

"Billed Party": the Party to whom an invoice is issued by the Billing Party.

"Billing Information": that information which must be provided by the Billing Party in support of invoices issued under this Interconnection Agreement, as stipulated in Annex B to enable the Billed Party to validate an invoice and ascertain the charges payable by it to the Billing Party.

"Billing Party": the Party who is issuing any particular invoice.

"Billing Period": the agreed intervals at which billing takes place under this Interconnection Agreement.

"Billing Processes": the process of compiling Billing Information, including the issuing of an invoice.

"Billing System": the system used for the compilation of the Billing Information.

"Call": a connection established by means of a publicly available interpersonal communications service allowing two-way voice communication.

"Call Attempt": a sequence of operations made by a customer of a telecommunications network to connect to another party or obtain a service. See ITU-T Rec. Q.9.

"Charges": the amount payable by one Party to the other Party as contemplated in this Agreement.

"CLI": Calling Line Identification as defined by the ITU-T.

"CLIP": Calling Line Identification Presentation.

"CLIR": Calling Line Identification Restriction.

"Commencement Date of Charging": the date on which charging for an Interconnection Link commences.

"Communication": transfer of information according to agreed conventions. The information flow need not be bidirectional. See ITU-T Rec. E.600.

"Confidential Information": has the meaning assigned to it in Annex F of this Interconnection Agreement.

"Connection": an association of trunks or other functional units set up to provide a means of transfer of information between terminals in a telecommunications network.

"Customer": a customer of either the Operator or Melita, as contemplated in this Agreement.

"Delivery Date": the date from when the billing shall commence.

"Disclosing Party": a Party disclosing information covered by this Interconnection Agreement.

"Dispute": any disagreement between the Parties in connection with this Interconnection Agreement.

"DPA": the Data Protection Act, Chapter 586 of the Laws of Malta, and any regulations made thereunder.

"Due Date": a date that is thirty (30) days after the date of issuance of an invoice.

"ECRA": the Electronic Communications (Regulation) Act, Chapter 399 of the Laws of Malta, and any regulations made thereunder.

"Effective Date": the date, following the date of signature of this Agreement, on which the Interconnection between the Parties shall allow the provision of Interconnection Services by and between the Parties.

"Forecast": this represents the forecasted number of simultaneous calls over the specified Interconnection Path in line with the forecasting process detailed in Annex E and Annex G of this Interconnection Agreement.

"Intellectual Property": any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.

"Interconnection": the physical and logical linking of the Operator and the Melita Networks for the conveyance of the telecommunications traffic, as outlined in Annex C of this Interconnection Agreement.

"Interconnection Agreement": this agreement entered into between the Parties for the purposes of Interconnection, which consists of the Main Body of this Interconnection Agreement, all the Annexes thereto with their respective Schedules and/or Appendices and the Parties' respective Price Lists, which may also be referred to as the "Agreement".

"Interconnection Link": the physical connection between an Operator Interconnection Node and a Melita Interconnection Node.

"Interconnection Network": the combination of all the Interconnection Links between the two Parties, which represent the totality of the connection of the two Networks.

"Interconnection Path": a single bi-directional SIP trunk between an Operator Interconnection Node and a Melita Interconnection Node.

"Interconnection Service": any one or more of the RIO Services or Additional Services provided by the Operator or Melita, as the case may be, detailed in Annex C of this Interconnection Agreement.

"Interconnection Traffic": electronic communications traffic conveyed between the Parties by way of Interconnection.

"Interconnection Usage Report": a report providing the Billing Information attached to each Interconnection Traffic invoice.

"Interest Rate": eight per cent (8%) per annum of the amount in default or any other rate as may be permitted by or under any law from time to time.

"Mass Calling Events": events where abnormally large traffic flows are directed at a specific number or group of numbers over a relatively short time period. Such events are typically caused by phone-in contests or offers.

"MCA" or "Authority": Malta Communications Authority.

"Melita Additional Services Price List": sets out the prices applicable for access to the Melita Additional Services.

"Melita Fixed National Termination": Calls handed over from the Operator Network for termination on numbers served in the fixed domain of the Melita Network as further defined in Annex C of this Interconnection Agreement.

"Melita Fixed National Termination Traffic": all traffic handed over by the Operator to Melita for termination by means of the Melita Fixed National Termination service.

"Melita Interconnection Node": the Melita interconnection gateway from which Interconnection Services are offered.

"Melita International Access": Calls handed over from the Operator Network for termination outside Malta as further defined in Annex C of this Interconnection Agreement.

"Melita Number Range": any number range, either geographic or non-geographic, allocated to Melita in accordance with the National Numbering Plan.

"Melita RIO Services Price List": sets out the prices applicable for access to the Melita RIO Services.

"Melita System": those electronic communications systems run by Melita from time to time the running of which is authorised by the Melita Licence/Authorisation.

"National Numbering Plan": the national numbering plan as approved and administered by the MCA according to law.

"Network" / "Operator Network" / "Melita Network": the total telecommunications infrastructure operated by the Operator or Melita, as the case may be, to provide telecommunications services.

"Network Alteration": a change within one Party's Network, plant, apparatus or equipment otherwise used in connection with that Network, which is necessary in order to ensure continued efficient operation of the Interconnection, in accordance with Clause 11 of the Main Body of this Interconnection Agreement. Network Alteration includes planned maintenance but excludes Re-arrangement of Interconnection Links made at one Party's request.

"Network Plan": has the meaning assigned to it in Clause 10 of the Main Body of this Interconnection Agreement, as further described in detail in Annex E of this Interconnection Agreement.

"Numbering": the access number ranges as applicable to the respective Interconnection Service.

"Operations and Maintenance Forum": the forum set up under Annex G, which forum is responsible for the overall monitoring of the operations and maintenance process under this Interconnection Agreement.

"Operator Additional Services Price List": sets out the prices applicable for access to the Operator Additional Services.

"Operator Interconnection Node": the Operator interconnection gateway from which Interconnection Services are offered, as stipulated in Annex E of this Interconnection Agreement.

"Operator National Termination": Calls handed over from the Melita Network for termination on numbers served in the Operator Network as further defined in Annex C of this Interconnection Agreement.

"Operator RIO Services Price List": sets out the prices applicable for access to the Operator RIO Services.

"Operator System": those electronic communications systems run by the Operator from time to time the running of which is authorised by the Operator Authorisation/Licence.

"Originating Party": a Party who initiates any communication or information transfer towards the other Party in relation to this Interconnection Agreement.

"Party": Operator or Melita, as the case may be.

"Parties": both Operator and Melita.

"Point of Interconnection" or "POI": the point at which the Operator Network connects with the Melita Network on each Interconnection Link.

"QoS": Quality of Service.

"Re-arrangement of Interconnection Links": a change in address of at least one of the end points of an Interconnection Link.

"Ready for Service date": the point in time when bilateral testing has been successfully completed and the Interconnection Link is available to carry live traffic.

"Ready for Test date": the point in time when the Party from whom Interconnection has been ordered has completed all unilateral activities and is ready to commence bilateral testing.

"Receiving Party": a Party who receives any information from the other Party in relation to this Interconnection Agreement.

"Reference Interconnection Offer" or "RIO": the present offer for Interconnection being made by Melita.

"Requested Party": the Party who has been requested by the other Party to carry out some activity in relation to this Interconnection Agreement.

"Requesting Party": the Party who is requesting the other Party to carry out some activity in relation to this Interconnection Agreement.

"Review Notice": a written notice requesting a review of this Interconnection Agreement and which sets out in reasonable detail the issues to be discussed by the Parties in terms of Clause 21 of the Main Body of this Interconnection Agreement.

"Routing Plan": the traffic routing principles and number plans as defined in Annex E of this Interconnection Agreement and as further detailed in Annex G.

"RTP": Real Time Transport Protocol transmitting the real-time audio in a call as defined in Annex E of this Interconnection Agreement and as further detailed in Annex H.

"Service Schedules": the schedules attached at Annex C of this Interconnection Agreement, which describe the Interconnection Services and the basis on which they are conveyed on the Interconnection.

"Signalling": the signalling and related routing arrangements as defined in Annex E of this Interconnection Agreement and as further detailed in Annex H.

"SIP": Session Initiation Protocol as defined in Annex E of this Interconnection Agreement and as further detailed in Annex H.

"Third Party": any party other than the Parties to this Interconnection Agreement.

"Working Day": for Melita and the Operator it shall be construed as 08:00 to 17:00 Monday to Friday, excluding Saturdays, Sundays and public holidays.