ANNEX B

BILLING AND PAYMENT

This Annex is an integral part of this Interconnection Agreement and shall be coterminous with the Main Body of this Interconnection Agreement such that the event of the termination for whatsoever cause of the Main Body shall bring about the termination of this Annex, and the event of the continuation in force of the Main Body shall imply the continuation in force of this Annex.

1. Definitions

1.1. In this Annex, a reference to a clause unless stated otherwise, is to a clause of this Annex. Words and expressions have the meaning given in Annex A of this Interconnection Agreement.

2. Recording of Billing Information

2.1. Subject to Clause 2.2, each Party shall, for each individual Call for which it is the Billing Party, collect, record (whether in bulk or on an itemised Call basis) and process in accordance with Clause 2.2, the Billing Information.

2.2. The following shall be recorded for each Call type for which there is an entry in the Service Schedules in Annex C of this Interconnection Agreement:

2.2.1. Interconnection Node identifier; and

2.2.2. the dialled digits and/or such other information as may be agreed; and

2.2.3. calling party number; and

2.2.4. the date and the time when the Answer Signal is received by the Party providing the Billing Information; and

2.2.5. chargeable Call duration (whether measured or derived); and

2.2.6. the service type involved to the level of detail specified in the relevant Service Schedule in Annex C.

2.3. The Billing Party shall provide with the invoice appropriate support Billing Information, as outlined in Clause 3 (Table 1), to enable the Billed Party to validate the invoice.

2.4. Nothing in this Annex shall prejudice the applicability of any relevant legislation relating to data protection and privacy under Maltese law.

3. Exchange of Billing Information

3.1. The Billing Party shall process the information specified in Clause 2.2 so as to produce the matrix outlined below in Table 1, which shall be referred to as the Interconnection Usage Report, or such other form of Interconnection Usage Report as the Parties may from time to time reasonably agree.

Table 1

Call Type				
Service Type	Total Number of Calls N	Total Duration M	Applicable Rates	Total Revenue R
Total	∑N	∑M		∑R

Where N = the total number of Calls
Where M = the total chargeable Call duration in minutes
Where R = the total revenue charge, which will comprise of M x Rate per minute

For the avoidance of doubt, Table 1 above excludes revenues related to premium elements, which shall be charged in accordance with MCA's Decision Notice.

3.2. The Interconnection Usage Report shall be provided by the Billing Party to the Billed Party together with the resulting invoice not later than the end of the month following the end of each Billing Period.

3.3. The Billing Period for Interconnection traffic shall be on a monthly basis commencing on the 00.00 hours of the first day of each month.

3.4. If the Network or the Billing System of either Party malfunctions and fails to provide all of the Billing Information necessary for the Billing Party to prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. The Parties acknowledge that the Party providing Billing Information to the Billing Party cannot warrant that such Billing Information is free of error.

3.5. If the Parties' monitoring of their respective Billing Information indicates a persistent inconsistency in reconciling Billing Information provided by the Parties' respective Billing Systems, the Parties shall use their reasonable endeavours to ascertain the cause of such inconsistency. In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within seven hundred and thirty (730) days of the date of the end of that Billing Period.

3.6. In the event of the Billing Information not being available to either Party in time to produce the monthly invoice, the Parties agree that an invoice may be produced by the Billing Party on the basis of estimated Billing Information. This estimate shall be derived using the following formula for the required detail of each separate traffic stream in the Service Schedules in Annex C

Traffic Month N = Traffic Month (N-1)

3.7. In the event that any invoice is based on estimated Billing Information, the Billing Party must advise the Billed Party of this fact together with the reasons for using estimates.

3.8. Following such estimated invoice, a revised invoice with the actual figures must be issued by the Billing Party within ninety (90) days from the date of issue of the said estimated invoice, provided that the actual figures are in fact available to the Billing Party. Provided further that if the actual figures are not so available to the Billing Party, the Billing Party shall provide the Billed Party, in writing, with reasons therefor.

3.9. The above method of estimating invoices shall not be used for more than two (2) consecutive Billing Periods.

4. Interconnection Path Billing

4.1. Interconnection Path billing shall be carried out in accordance with the charging structure as laid down in the Main Body and in the relevant service schedule of Annex C of this Interconnection Agreement and as further detailed in the Melita Price List and shall conform to the terms and conditions provided in Clause 6 hereunder.

4.2. The Commencement Date of Charging for Interconnection Paths will be in accordance with the relevant service schedule of Annex C of this Interconnection Agreement.

4.3. The Billing Period for Interconnection Paths shall be on a six-monthly basis.

4.4. Interconnection Path billing shall involve an initial invoice for installation charges and rental costs from the Commencement Date of Charging to the start of the next Billing Period for Interconnection Paths. Thereafter invoicing will take place six-monthly in advance.

5. Invoices

5.1. At the end of each Billing Period the Billing Party shall submit to the other Party invoices for charges for Calls as outlined in Clause 3 above, and for Interconnection Path/s in accordance with Clause 4 above as provided under this Interconnection Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period (as outlined in the "Charging" section of each Service Schedule in Annex C relating to each particular RIO Service).

5.2. All charges payable under this Interconnection Agreement shall be calculated in accordance with this Interconnection Agreement and at the rates specified in the Parties' respective RIO Services Price List, as these may be amended from time to time in accordance with applicable legislation. Invoices raised under this Interconnection Agreement shall be paid in accordance with Clause 9 of the Main Body of this Interconnection Agreement.

5.3. For the avoidance of doubt, the date of issue of an invoice (including an invoice based on estimated information) shall be the date of dispatch of that invoice.

5.4. For RIO Services other than Call traffic, the Billing Party shall provide, together with the relative invoice, appropriate Billing Information to enable the Billed Party to accurately process the invoice for the RIO Service in question.

6. Payment

6.1. Subject to what is stated below, all charges due by one Party to the other under this Interconnection Agreement shall be payable by the Due Date.

6.2. If pursuant to Clause 17 of the Main Body of this Interconnection Agreement either Party shall have notified the other of a Dispute relating to an invoice and such Dispute shall not have been resolved before the Due Date:

6.2.1. if the amount in Dispute is less than 3% of the amount being invoiced, the total amount invoiced shall be due and payable on the Due Date pending resolution of the said Dispute; and

6.2.2. if the amount in Dispute is greater than or equal to 3% of the amount being invoiced, such disputed amount may be withheld by the Billed Party pending resolution of the said Dispute, but the balance of that same invoice shall still be due and payable on the Due Date.

6.3. Notwithstanding notification of a Dispute, if a Party fails to pay on the Due Date any amount due under this Interconnection Agreement or shall overpay any amount, the payee or, as the case may be (subject to clause 6.5 below) the over-payer, shall pay or be paid interest at the Interest Rate in respect of any such amount.

6.4. Interest at the Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date. Such interest at the Interest Rate shall accrue day by day and shall not be compounded.

6.5. If such overpayment results from information provided by the over payer, the Billing Party shall be under no obligation to pay any interest at the Interest Rate on the amount overpaid.

7. Disputes

7.1. Any Disputes arising under this Annex shall be resolved in accordance with the dispute resolution procedure laid down in Clause 17 of the Main Body of this Interconnection Agreement.