ANNEX D

SERVICE LEVEL AGREEMENT

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. This Annex sets out the service levels to which the Parties commit themselves with regard to the provision and maintenance of RIO Services and Additional Services. The RIO Services and the Additional Services are at all times provided subject to the terms and conditions laid down in this Interconnection Agreement.

2. The Services set out in Annex C hereof include the provision of Interconnection Links ordered pursuant to this Interconnection Agreement. After the Requested Party acknowledges an order by the Requesting Party for any such Interconnection Link, any requests that the Requesting Party may wish to make to the order for modifications that will materially affect the delivery of the order may only be effected by the Requesting Party cancelling the original order and submitting a revised order. In this case the terms and conditions laid down in this Interconnection Agreement in relation to the cancellation of orders for Interconnection Links shall apply. In the event that the Requesting Party requires non-material changes to the order, the Requested Party shall notify the Requesting Party of any changes to the Ready for Service date that may consequently be required.

3. The procedures and associated lead times related to the provisioning and maintenance of RIO Services and Additional Services are as follows:

3.1 *Service Provisioning Procedure and Commitments*

Step	Procedure	Lead Time
1	The Requesting Party sends a written request to the Requested Party for the particular RIO Service or Additional Service required, including full details of its requirements	N/A
2	The Requested Party sends an acknowledgment to the Requesting Party	Acknowledgement must be sent within five (5) Working Days from the date of receipt of the written request referred to in step 1 above.
3	The Parties shall discuss and agree on all technical and commercial issues, including details of the level of protection, if any, to be adopted should the Requesting/Requested Party require enhanced link protection.	These discussions must be finalised within ninety (90) - Working Days from the date of receipt of the acknowledgement referred to in step 2 above.
4	Following the finalisation of the discussions in step 3 above, the Requesting Party shall send a written order to the Requested Party containing all the technical and commercial issues that the Parties would have discussed and agreed upon. The RIO Service or the Additional Service, as the case may be, shall be provided in accordance with the procedures laid down in this Interconnection Agreement.	This written order must be sent within ten (10) Working Days from the date on which the discussions contemplated in step 3 above are finalised.
5	The Requested Party shall implement the particular RIO Service or the Additional Service requested, which shall include the implementation of the specific parts of the interconnect that are required to proceed with testing.	
	i. In the case of any RIO Service or Additional Service contemplated in Annex C, except the provisioning of an Interconnection Link.	Implementation within thirty-five (35) Working Days from the date on which the Requested Party receives the written order contemplated in step 4 above.
	ii. In the case of a new Interconnection Link on an existing Interconnection Path where the transmission capacity required to cater for the new Interconnection Link at either Party's end is already available.	Implementation within thirty-five (35) Working Days from the date on which the Requested Party receives the written order contemplated in step 4 above.
	iii. In the case of a new Interconnection Link on an existing Interconnection Path where transmission capacity at either Party's end needs to be increased to cater for the new Interconnection Link.	Implementation within seventy (70) Working Days from the date on which the Requested Party receives the written order contemplated in step 4 above.
	iv. In the case of a new Interconnection Path.	Implementation within ninety (90) Working Days from the date on which the Requested Party receives the written order contemplated in step 4 above.
	v. In the case of changes to an existing Interconnect Link, the lead time shall be the same as those associated with a new Interconnect Link, depending on the particular circumstances analogous to those indicated on (ii) to (iv) above	

3.2 *Fault Response Procedure and Commitments*

Step	Procedure	Lead Time
1	In the case of a fault that affects the Requesting Party, the latter shall send a written report to the Requested Party by completing and submitting the form contemplated in Annex G hereof. Fault reporting may take place on a 24 hour basis, 365 days a year. The Requested Party shall only accept such written fault report if there is sufficient prima facie evidence indicating that the reported fault lies in the Requested Party's Network.	N/A
2	If the conditions in step 1 are satisfied, the Requested Party will acknowledge the fault report and allocate resources to resolve it.	
	i. In case the fault adversely affects the end users of the Requesting Party, the fault shall be considered as a critical fault.	Within sixty (60) minutes from when the fault is reported in accordance with step 1.
	ii. In case the fault does not affect the end users of the Requesting Party, the fault shall not be considered critical.	Within one (1) Working Day from when the fault is reported in accordance with step 1.
3	The Requested Party will provide the Requesting Party with a status update until fault is resolved	
	i. In case of critical faults	Every hour
	ii. In case of non-critical faults	Every Working Day

3.3 *Network Alterations including Planned Maintenance Procedure and Commitments*

Step	Procedure	Lead Time
1	The procedure for Network Alterations shall be as described in Clause 11 of the Main Body of the Interconnection Agreement.	A request for a Network Alteration must be sent ten (10) Working Days in advance

3.4 *New Overseas number range*

Step	Procedure	Lead Time
1	Operator shall inform Melita of any new overseas number ranges that may from time to time be accessible by Melita via Operator's International gateways.	Operator must provide Melita with such information within one (1) week from when Operator completes all the access tests that may be necessary.

4.1 Paragraphs (a) – (e) below set out the exceptional circumstances in which either Party, as the case may be, will not be bound by the lead times specified in the preceding Clause.

(a) Where the installation site and/or facilities of the Requesting Party are not made available by the same to the Requested Party for survey and/or installation purposes at the date and time stipulated by the Requested Party and the Parties are unable to agree upon any other acceptable date and time therefor.

(b) Where, in order to facilitate future deliveries of a RIO Service or an Additional Service, as the case may be, the Parties mutually agree to construct infrastructure beyond that required for the purposes of the particular RIO Service or Additional Service ordered.

(c) Where the RIO Service or the Additional Service requested involves non-standard operations e.g. a particular Network routing.

(d) Notwithstanding that the Requesting Party would have correctly Forecast its volume of orders and that none of these orders falls within the terms of any of the exceptional cases detailed above, the Requested Party is unable to honour such orders as a result of Network capacity constraints which could not have been reasonably predicted at the time of the Forecast by the competent person exercising good industry practice. In such cases, the Requested Party shall notify the Requesting Party as soon as the problem is identified by the Requested Party and both Parties shall endeavour to reach mutually acceptable delivery times for the relevant orders, provided that in such circumstances neither Party shall unreasonably withhold its consent.

(e) Force majeure as contemplated by Clause 22 of the Main Body of this Interconnection Agreement.

4.2 The Parties undertake to make all reasonable efforts to comply with the terms and conditions detailed in this Annex, including those relating to the lead time exceptions contemplated in Clause 4.1 above.