

SUBJECT TO CONTRACT

**ANNEX C**

**SERVICE SCHEDULES**

**MELITA**

**INDEX**

**RIO Services**

**Schedule  
Number**

**Service  
Title**

I.

MELITA Fixed National Termination

## **RIO SERVICE SCHEDULE I**

### **MELITA Fixed National Termination Services**

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

#### **1. Definitions**

- 1.1 In this Service Schedule, a reference to a Clause or Appendix unless stated otherwise, is to a clause or appendix of this Service Schedule. Words and expressions have the meaning given in Annex A of this Agreement.

#### **2. Description of Service**

- 2.1 Subject to the provisions of this Service Schedule, Melita shall convey Melita Fixed National Termination Calls handed over from the Operator Network for termination to the number range and special numbers as specified in Appendix A to this RIO Service Schedule I.
- 2.2 Melita Fixed National Termination Calls shall be limited to Calls to the mobile number range and special numbers as specified in Appendix A to this RIO Service Schedule I.

#### **3. Terms and Conditions**

- 3.1 The Parties shall agree in advance all necessary technical requirements identified in Annex E for the conveyance of Calls pursuant to this Service Schedule.
- 3.2 Melita shall convey Melita Fixed National Termination Calls during those periods of time and at the same standard and quality of service as Melita conveys all other Calls originating within the Melita Network.
- 3.3 Melita shall correct faults that occur in its Network which affect the conveyance of Melita Fixed National Termination Calls in accordance with its normal engineering practices. For the avoidance of doubt, Melita does not warrant that its Network is, or will be, free from faults.
- 3.4 CLI for network and presentation purposes shall, where available, be made available for all Melita Fixed National Termination Calls presented for delivery in the Melita Network, subject to the right of privacy and data protection of any Customer under applicable legislation. In any case, CLI is to be provided in accordance with Clause 13 of the Main Body of this Agreement.

**4. Routing**

- 4.1 For the purpose of routing Melita Fixed national termination traffic destined for Melita Fixed national number ranges, the single Melita Point of Interconnection will be used.

**5. Charging**

- 5.1 For the termination by Melita of Melita Fixed National Termination traffic, Operator shall pay Melita a charge calculated in accordance with the rates as specified in Melita's RIO Services Price List as may be amended from time to time in accordance with the Main Body of this Agreement and any applicable legislation.
- 5.2 Charges for Melita Fixed National Termination Calls shall be based on the actual Interconnection Node in the Melita Network through which such Calls are conveyed. In the case where congestion of an Interconnection Path takes place and Operator requests alternative routing, the charge shall be based on the actual Melita Interconnection Node through which the Call is conveyed after re-routing. There shall be no impact on the charge to Operator for any alternative routing implemented as a result of congestion within the Melita Network. Traffic charging shall be based on chargeable cumulative seconds for each Billing Period rounded to the nearest minute.

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## **APPENDIX A to RIO Service Schedule I**

**Number ranges to which the Melita Fixed National Termination Services contemplated by this Service Schedule applies shall be as per the number ranges published by the Malta Communications Authority from time to time.**