

REFERENCE INTERCONNECTION OFFER

Vanilla Telecoms

1. Preface

1.1 The RIO, which is presented in the form of a standard contract, deals with Interconnection Services which Vanilla Telecoms offers to Operators operating in the Maltese market.

1.2 The charges being made available in this RIO will be available to all interconnecting Operators on a non-discriminatory basis. In the event that agreement is reached with any single Operator on new rates for any service covered by this RIO, then those rates will be made available to all interconnecting Operators.

1.3 Interconnection is a reciprocal service between two electronic communications systems. VANILLA TELECOMS is entitled to obtain, where relevant, from the interconnected Operators, similar services as those it offers to that Operator particularly to convey traffic from its customers to the Operator's customers. These services provided by the other Operator shall be included in the Interconnection Agreement between VANILLA TELECOMS and that Operator.

VANILLA TELECOMS will not be responsible for the content of traffic conveyed through its Interconnection Services.

1.4 This RIO takes effect from [_____] and shall continue in effect until superseded by a revised RIO.

1.5 Without prejudice to clause 10.1 and clause 29.1, any revision of the terms and conditions of this RIO including the appendices thereto shall be subject to the approval of the Authority. Once approved by the Authority, the revised RIO shall replace or amend this RIO. Such revised or amended RIO shall be published within one (1) week of its approval by the Authority.

1.6 References to legislative provisions herein are to be construed as references to such provisions as the same may be amended from time to time.

STANDARD INTERCONNECTION AGREEMENT

[DATED]

Between

[Operator Name]

and

Vanilla Telecoms

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Vanilla Teleocms RIO Price List

THIS AGREEMENT is made on [Date]

Between

[Operator Name] having its registered office at the [Operator Address]
("Operator")

and

VANILLA TELECOMS p.l.c. having its registered office at 162 Cannon Road St
Venera Malta ("VANILLA TELECOMS")

1. Introduction

Whereas

- A. The Operator is authorised under the Electronic Communications (Regulation) Act Cap.399 to provide electronic communications networks and/or electronic communications services .
- B. VANILLA TELECOMS has been designated by the MCA as having significant market power in the wholesale call termination market,, in terms of Regulation 5 of the Electronic Communications Networks and Services (General) Regulations, 2011. According to the MCA Decisions relating to the said markets and in accordance with its respective obligations at law, VANILLA TELECOMS shall comply with the relevant access and interconnection obligations
- C. The Parties have agreed to interconnect their respective Networks, in accordance with the principles set out in the ECRA and in all relevant legislation promulgated thereunder, and to supply related services and facilities on the terms and conditions laid down in this Agreement.
- D. The Parties entering into this Interconnection Agreement recognise the necessity of effective Interconnection of their Networks in the provision of quality electronic communications services to their respective customers.

The Parties believe that:

- (a) Interconnection should not be unnecessarily constrained by technical issues or limitations which have no justifiable basis.
- (b) the Parties should exchange technical information willingly in order to make Interconnection effective, subject to commercial confidentiality and to the provisions of Annex F hereof;
- (c) in implementing services and facilities under this Interconnection Agreement, both Parties should endeavor 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.
- (d) The quality of interconnect 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.
- (e) The parties should at all times act so as to facilitate the speedy and effective operation of this RIO to the benefit of customers and their mutual advantage.

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

2. Definitions and Interpretation

- 2.1 Unless otherwise provided at law, in this Interconnection Agreement and except if the context requires otherwise, words and expressions are as defined in Annex A hereof.
- 2.2 References to the “Operator” and “VANILLA TELECOMS” shall include their respective employees, agents, successors (whether by operation of the law or otherwise) and legally permitted assignees.
- 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 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 Agreement
 - 8. Operations and Maintenance Manual
 - 9. VANILLA TELECOMS RIO Price List

3. Commencement and Duration

3.1 This Agreement takes effect on the date hereof and shall remain in force until:

(a) Either party ceases to hold an authorisation to provide electronic communications services and networks granted to it pursuant to the provisions of the Electronic Communications (regulation) Act, Cap.399; or

(b) this Agreement is terminated in accordance with the provisions hereof.

4. Network Interconnection

- 4.1 Interconnection between the VANILLA TELECOMS Network and the Operator Network will be achieved through one or more Interconnection Links. Each Interconnection Link will identify a connection between one of the VANILLA TELECOMS Interconnection Nodes and one of the Operator Interconnection Nodes. Details of the manner in which this shall be achieved are set out in Annex E hereof. Interconnection is available at VANILLA TELECOMS Secondary and Tertiary Interconnection Nodes, as set out in Annex E hereof.
- 4.2 Interconnection Paths will be provided using Operator-sited Interconnection as described in Service Schedule 1 in Annex C hereof.
- 4.3 The actual Point of Interconnection shall be where the VANILLA TELECOMS Network connects with the Operator Network and shall be a physical point at the Operator's site where the connection can be disconnected in order to conduct testing. Each party shall be wholly responsible for providing sufficient capacity on its respective transmission medium from the Point of Interconnection to meet the agreed forecasted requirements in Annex E hereof. Each party shall be wholly responsible for the operation and maintenance on its respective transmission medium.
- 4.4 VANILLA TELECOMS shall have the right 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 an Operator insists upon a particular Interconnection Node and VANILLA TELECOMS encounters any technical problems in regard to such Interconnection Node, VANILLA TELECOMS reserves the right to refuse such Interconnection Node and to offer the Operator an alternative Interconnection Node.
- 4.5 The Operator shall bear half the cost of the installation of the Interconnection Path provided by VANILLA TELECOMS and bear a charge equal to half VANILLA TELECOMS's normal tariff for an equivalent quantity of Interconnection Paths. Provided that if the Operator cancelled the order, the provisions of Clause 3.5 of Service Schedule 1 in Annex C hereof shall apply.
- 4.6 The ordering periods for new Interconnection Paths 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. VANILLA TELECOMS shall, upon written request by the Operator, provide, within the periods specified in Annex D thereof, additional capacity at any of the Interconnection Nodes in the VANILLA TELECOMS Network as may be required should this be considered technically possible and feasibly acceptable by VANILLA TELECOMS to enable the Operator to operate the Network efficiently and effectively. The same applies for the Operator in relation to VANILLA TELECOMS.

5. Interconnection Services

- 5.1 The Service Schedules attached at Annex C hereof provide detail on the services that VANILLA TELECOMS provides with regard to Interconnection and the terms and conditions on which VANILLA TELECOMS is offering such Interconnection Services.
- 5.2 For the avoidance of doubt and notwithstanding the interconnection between the VANILLA TELECOMS Network and the Operator 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 services.

6. Charging for Interconnection Services

- 6.1 The charging structure for each Interconnection Service is described in the Service Schedules at Annex C hereof. Charges applicable for each service type are as published in the VANILLA TELECOMS RIO Price List. The method of reviewing the charges given in the VANILLA TELECOMS RIO Price List is described in Clauses 21 and 29 hereunder.
- 6.2 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.
- 6.3 For the purposes of this clause and without prejudice to the provisions of the law and any directive or decision of the Authority where the Authority so mandates, “Calls” shall not include premium rate services and/or special services, for example, the full range of directory services, televoting, donations and information services.

Provided that this clause is limited solely to the charging and/or revenue sharing for the termination, origination and/or transit of premium rate services and/or special services. This clause is without prejudice to the obligation on the part of VANILLA TELECOMS 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.

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 provides under Interconnection Agreements with other operators.
- 7.2 Following a request pursuant to Clause 7.1, the other Party shall offer to enter into an Interconnection Agreement for the provision of the service or facility on its then current standard terms as provided to other operators.
- 7.3 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 Vanilla good faith negotiations on such terms and conditions, including consideration as may be agreed between the Parties, for the provision of such service.
- 7.4 The procedure for ordering new services in accordance with this Clause shall be that laid down in Annex D hereof.

8. Measurement of Traffic

- 8.1 The responsibility for traffic measurement shall reside with the Billing Party responsible for that particular Interconnection Service.
- 8.2.1 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 No charges shall be payable under this Interconnection Agreement by one Party to the other unless the levy of such charges is contemplated in this Interconnection Agreement.
- 9.3 The charges in the VANILLA TELECOMS RIO Price List are exclusive of VAT or any other similar tax that may be applicable unless such charges are stated to be inclusive of VAT.
- 9.4 Invoices are due and payable in Euro or such other currency as may be agreed by the parties from time to time. Invoices are payable within thirty (30) days from the date of issue of the invoice.
- 9.5 In addition, each Party shall provide to the other invoices of all amounts due to it calculated in accordance with the provisions of the Operations and Maintenance Manual.
- 9.6 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.

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, which shall be known as the Network Plan and which shall be reviewed and updated from time to time. In all cases, the Authority shall be notified forthwith of any changes to the said Network Plan. The Network Plan shall be updated if so required by the Authority.
- 10.2 The Forecasts provided between the Parties shall be regulated by the provisions of Annex E hereof and the Operations and Maintenance Manual.
- 10.3 The Network Plan shall be reviewed and updated by the parties on an annual basis and agreed by both parties by the end of October of each year. However, it may be necessary to review and agree the Network Plan at other intervals as well to comply with and implement directions or requirements of the Authority.

11. Network Alteration and Impairment of Service

- 11.1 A Requesting Party wishing to make a Network Alteration to its own or to the Operator's Network, which Network Alteration adversely affects the Requested Party's Network, the Requesting Party shall give to the Requested Party as much notice prior to the date of the anticipated Network Alteration as possible, and in any event not less than ten (10) days' notice.
- 11.2 If a Requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Requesting Party shall be advised within five (5) days of receipt of the request. In these circumstances the Parties shall make all reasonable efforts to resolve the situation, including recourse to the Dispute resolution procedure in accordance with Clause 17 hereunder.
- 11.3 The time periods stipulated in the two preceding Clauses 11.1 and 11.2 may be shortened, in exceptional circumstances at the discretion of the Requesting Party, where the integrity of the Requesting Party's Network is at stake. In such an eventuality, the Requesting Party must indicate the shortened time periods and explain the nature of the exceptional circumstances in the notice referred to in Clause 11.1 above.
- 11.4 In the event of any interruption of Interconnection, the Party within whose Network the interruption arises shall use reasonable endeavours to ensure restoration of service to the standards required by this Agreement. However, if that interruption was directly caused by a Network Alteration by the Requesting Party in breach of Clause 11.1, both Parties shall use reasonable endeavours to restore service as aforesaid.
- 11.5 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 circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt 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 circuit, facility or equipment until such time as there is no impairment of service.

12. Network Safety and Standards

- 12.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Interconnection Agreement to ensure that its Network does not:
- (a) endanger the safety or health of employees, contractors, agents or customers of the other Party; or
 - (b) damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 12.2 Each Party shall ensure that Interconnection by it pursuant to this Interconnection Agreement, including its apparatus 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).
- 12.3 Interconnection Signalling protocols used by the Parties shall, where practicable, follow the ITU Signalling System No. 7 standards.
- 12.4 Neither Party shall connect or knowingly permit the connection to its Network any equipment which does not meet the requirements specified in Clauses 12.2 and 12.3 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.
- 13.3 A Party conveying Calls handed over from a Third Party network or an authorised overseas network shall convey, to the extent received, the CLI associated with those Calls.
- 13.4 Notwithstanding any other provision of this Agreement a Party may use CLI to pass telephone numbers as may be required or authorised by law.
- 13.5 The cost of generating and conveying CLI is included in the relevant conveyance rates for Calls. Neither Party shall apply additional charges for CLI.
- 13.6 If there is a change in any applicable law or regulation materially affecting the operation of CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.
- 13.7 Nothing in this Interconnection Agreement shall prejudice the applicability of any relevant legislation relating to data protection and privacy under Maltese law.

14. Quality of Service

- 14.1 The Parties shall use their best endeavours to meet the target service standards.

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 the Operations and Maintenance Manual.

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 necessary for Interconnection of the Operator's Network and the VANILLA TELECOMS Network and provision of Interconnection Services, provided that such information is reasonably attainable by the Party requested to provide it.
- 16.2 The Parties shall consult together 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 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.
- 16.5 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 any Third Party to comply with any obligation of confidentiality in accordance with Clause 19 hereunder.
- 16.6 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 or the Data Protection Act.

17. Resolution of Disputes

- 17.1 It is understood and agreed that the Parties shall carry out this Agreement in the spirit of mutual co-operation and good faith and shall use their best endeavours to resolve amicably any Disputes that may arise between them concerning the implementation, application or interpretation of this Interconnection Agreement.
- 17.2 In the event that the Parties fail to resolve the Dispute within fifteen (15) days from the date that either Party notifies the other in writing that the Dispute has arisen, then either Party has the right to refer the Dispute to the Authority, and this without prejudice to any other right or remedy available to that Party in terms of law.

18. Breach and Suspension

- 18.1 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 18.2 If either Party shall be in breach of a material obligation under this Interconnection Agreement and such breach is capable of remedy, the other Party ("the Terminating Party") shall send the Party in breach a written notice giving full details of the breach and requiring the Party in breach to remedy the breach within thirty (30) days starting on the day after receipt of such written notice or in the case of an urgent need to remedy the breach so as to safeguard end-to-end connectivity within such shorter period as the Party not in breach may reasonably specify.

If the Party in breach does not remedy the breach within the time period stipulated in the said notice, this Interconnection Agreement may be suspended at the option of the Party not in breach.

If the Party in breach does not remedy the breach within three months from the date of receipt of the written notice, this Interconnection Agreement may be terminated at the option of the Party not in breach.

For the avoidance of doubt this Interconnection Agreement shall be immediately terminated when the Terminating Party informs the Party in breach by written notice of its decision to terminate this Interconnection Agreement and this without the need of any authorisation or confirmation by any court or authority.

Provided that each of the Parties' right to terminate or suspend performance of this Interconnect Agreement pursuant to the above is without prejudice to any other rights available to the Parties in particular the referral of the matter to the Authority for determination. The said remedies available to the Party alleging a breach pursuant to the above shall not be exercised by either Party pending adjudication of the matter by the Authority.

- 18.3 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:
- (a) is unable to pay its debts; or
 - (b) ceases to carry on business; or
 - (c) has a liquidator or an administrator appointed; or
 - (d) has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
 - (e) ceases to hold an authorisation in accordance with the ECRA.
- 18.4 In any event, 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, provided that if the Terminating Party is the Operator, and such Operator terminates within twelve (12) months of ordering an Interconnection Path, the Operator will still be bound to pay the full 12 month charge for the Interconnection Path ordered in accordance with Clause 4.10 of Service Schedule 1 of Annex C hereof.
- 18.5 Without prejudice to this Clause, the Parties shall use their best endeavors to enter into a new interconnection agreement pursuant to the obligation to provide to the other Party Interconnection in accordance with any authorisation granted under the ECRA.
- 18.6 Upon termination, the Parties shall co-operate with each other to ensure that such steps are taken as are necessary for recovery by each Party of telecommunication apparatus (if any) supplied by the other Party (even where that apparatus is on the premises of the other Party).
- 18.7 On termination either Party shall be entitled after reasonable prior notice in writing to the other to enter the premises of the other for the purposes of carrying out necessary disconnection works and repossessing any plant, equipment or apparatus of that Party or a Third Party installed by or for that Party. The Party on whose premises such plant equipment or apparatus was installed shall be responsible for compensating the other for any such plant equipment apparatus or things belonging to the other or such Third Party which are not so delivered in good condition (fair wear and tear excepted) and the Party carrying out such disconnection works shall indemnify the other Party in respect of any damage thereby caused to the premises fixtures and fittings, apparatus and equipment of such other Party.

- 18.8 Termination of this Interconnection Agreement shall not be deemed a waiver of a breach of any term or condition of this Interconnection Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 18.9 Notwithstanding the termination of this Interconnection Agreement, Clauses 16, 18.6, 18.7, 19, 20 and 23 inclusive shall continue in full force and effect.
- 18.10 Each of the Parties' right to terminate or suspend performance of this Interconnection Agreement pursuant to this Clause 18 is without prejudice to any other rights or remedies available to either Party.

19. Confidentiality

- 19.1 The Parties agree to treat 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 The contents of this Interconnection Agreement, either in one or more parts or in its entirety, may not be divulged to any Third Party without the prior written consent of both Parties, provided that such disclosure may be made, even without any such prior written consent, to the MCA in accordance with the ECRA.

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.

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 authorisation 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,
- 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 90 days commencing on 1st October in any year.
- 21.4 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.
- 21.5 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.
- 21.6 If the Parties fail to reach agreement on the subject matter of a review notice within ninety (90) days either Party may not later than one calendar month after the expiration of the relevant period, request in writing the Authority to determine the matters upon which the Parties have failed to agree and to modify the Interconnection Agreement to take into account of such matters, and this without prejudice to any other right or remedy available to that Party in terms of law.

- 21.7 The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular review notice.
- 21.8 In all cases, the Parties shall modify or replace this Interconnection Agreement as required by any decision or directive of the Authority.
- 21.9 Where both Parties agree to any relevant amendments to this Interconnection Agreement in accordance with the above, they shall as soon as possible send a copy of the relevant amendments to the Authority, informing the Authority of the date when they desire that the amendments will come into effect. The amendments will only enter into effect following approval by the Authority in accordance with clause 1.5 of the Preface.

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 To the extent that a Party is prevented as a result of force majeure from providing all of the services or facilities to be provided under this RIO, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

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 Subject to Clause 22, if a Party is in breach of any of its obligations under this Interconnection Agreement to the other Party, such Party's liability to the other shall be limited to five hundred thousand Maltese Liri (LM 500,000).
- 23.3 Each Party ("the indemnifying Party") shall defend and indemnify the other Party ("the indemnified Party"), its officers, directors, employees and permitted assignees and hold such indemnified Party harmless against any loss to a Third Party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, its customers, contractors, or others retained by such parties, in connection with its provision of services under this Interconnection Agreement.
- 23.4 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.

24. Assignment of Rights and Obligations

- 24.1 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.

Provided that each Party may assign, subcontract or transfer this Interconnection Agreement to an entity under its direct or indirect control or an entity acquiring all, substantially all or parts of its equity without the consent required under this Clause 24.1. The assigning Party shall promptly give notice to the other Party of any assignment or transfer permitted to be made without the other Party's consent. Nevertheless, no notification shall be required in the case of a sub-contracting which can be made without the other Party's consent, provided that in such cases the Party making the sub-contracting 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-contractor 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 facsimile: upon its receipt being confirmed, provided that such receipt takes place on a Working Day;
- (c) sent by registered post (return receipt to be requested): three (3) Working Days after the day of posting;
- (d) sent by electronic mail: upon receipt in terms of the Electronic Commerce Act, Cap. 426 of the Laws of Malta.

Provided that the ordering of Interconnection Services and the compliance with the Forecasting procedures laid down in this Interconnection Agreement cannot be made by means of electronic mail communications.

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

VANILLA TELECOMS: The Group Chief
Executive Officer, VANILLA
TELECOMS,
162 Cannon Road
St Venera Malta
Telephone No: + 356 20332033
Email: cr@vanilla.net.mt

Operator: [Address]
[Telepho
ne No.]
[E-mail]

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

26. Credit Assessment and Credit Risk Management

- 26.1 Where VANILLA TELECOMS has reasonable concern about the ability of the Operator to cover debts, including, without limitation, where VANILLA TELECOMS has evidence of a poor payment history or the Operator's credit rating has been downgraded, VANILLA TELECOMS may require the Operator to enter into bank or other guarantees (or to provide some other form of financial security, for example a deposit) which in the opinion of VANILLA TELECOMS is/are appropriate as security against the Operator's non-compliance with or non-observance of any of the provisions hereof (including failure to pay charges due).

The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of interconnection payments, liability, payment frequency and credit terms.

Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as VANILLA TELECOMS may reasonably allow) of the date of VANILLA TELECOMS's request for the same shall be deemed to be a breach of this Interconnection Agreement by the Operator.

- 26.2 Any security or guarantee that may be imposed in accordance with clause 26.1 shall be subject to quarterly review and will be removed or reduced where the security level is no longer justified.
- 26.3 For the avoidance of doubt, if the parties fail to reach agreement on matters relating to credit vetting and/or the amount of the security requested, either Party may request in writing the Authority to determine such matters.

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. 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.

29. Amendments

- 29.1 Any amendments and supplements to this Interconnection Agreement shall, in order for them to be valid, have been drawn up in writing, shall be dated and signed by both Parties and shall be approved by the Authority in accordance with clause 1.5 of the Preface. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining Clauses of this Interconnection Agreement:

Provided that if such amendments are amendments of the Operations and Maintenance Manual, it is sufficient, in order for them to be valid, that such amendments are drawn up in writing and dated and signed by both Parties. In all cases the Authority shall be notified forthwith with any such amendments.

- 29.2 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 date of the directive or decision be deemed to be automatically incorporated into this agreement.

30. Relationship of Parties

30.1 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 ventures 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.

31. Governing Law and Jurisdiction

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

31.2 The Parties irrevocably submit to the jurisdiction of the Maltese courts:

Provided that this clause shall be without prejudice to any other remedies available to the parties at law, in particular the option to request the Authority to investigate and determine any dispute arising between the parties.

32. Entire Agreement

- 32.1 The provisions of this Interconnection Agreement including the relevant Annexes constitute the entire agreement between the Parties in relation to the subject matter of this Interconnection Agreement, and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, including any interconnection agreement that may currently be in force between VANILLA TELECOMS and the Operator which by virtue of this Interconnection Agreement ceases to have effect as of the date of the Main Body of this Interconnection Agreement.

Provided that nothing in this Clause shall prejudice anything done or omitted to be done under the previous interconnection agreements.

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

SIGNED for and on behalf of
the Operator:

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION]

[DATE]

SIGNED for and on behalf of
VANILLA TELECOMS:

[SIGNATURE]

[NAME (BLOCK CAPITALS)]

[POSITION]

[DATE]