

## 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”**: all other services that are not related to Interconnection 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 authorisation/licences granted to the Operator and to Epic respectively as the case may be.

**“Billed Party”**: the Party receiving any particular invoice.

**“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 Interconnection 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 commences, as laid down by Clause 4 of Service Schedules in Annex C of this Interconnection Agreement.

**“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 Epic, as contemplated in this Agreement.

**“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing”** shall have the meanings given in the General Data Protection Regulation ((EU) 2016/679).

**“Data Protection Legislation”**: The General Data Protection Regulation ((EU) 2016/679), the European Directives 95/46 and 2002/59/EC (as amended by Directive 2009/136/EC), the Data Protection Act (Cap 586 of the Laws of Malta) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including but not limited to the Privacy and Electronic Communication (EC Directive) Regulations 2003), and all other applicable laws relating to the processing of Personal Data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by the relevant supervisory authorities).

**“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.

**“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 Interconnection Agreement, on which the Interconnection between the Parties shall allow the provision of Interconnection Services by and between the Parties.

**“Epic Interconnection Node”**: the Epic gateway from which Interconnection Services are offered.

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

**“Epic Number Range”**: any number range, either geographic or non-geographic, allocated to Epic in accordance with the National Numbering Plan.

**“Epic RIO Services Price List”**: sets out the prices applicable for access to the Epic RIO Services.

**“Epic System”**: those electronic communications systems run by Epic from time to time the running of which is authorised by the Epic Licence/Authorisation

**“Forecast”**: this represents the forecasted bandwidth 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 Epic Networks for the conveyance of the telecommunications traffic, as outlined in Annex C of this Interconnection Agreement addressing the necessary parameters for IPvIC interconnections.

**“Interconnection Agreement” or “Agreement”**: the agreement 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, Parties’ respective Price Lists and Technical Framework Documents establishing the parameters of IPvIC interconnections based on secured, point-to-point physical links agreed by and between the Parties.

**“Interconnection Link”**: the physical connection between an Operator Interconnection Node and an Epic 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 an Epic Interconnection Node.

**“Interconnection Service (s)”**: any one or more of the Interconnection services detailed in Annex C of this Interconnection Agreement.

**“Interconnection Traffic”**: telecommunications 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 and is 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”**: the Malta Communications Authority established under the Malta Communications Authority Act;

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

**“Network” / “Operator Network” / “Epic Network”**: the total telecommunications infrastructure operated by the Operator or Epic, 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 12 of the Main Body of this Interconnection Agreement. Network Alteration includes planned maintenance but excludes Re-arrangement of Interconnection Links made at one’s Party request.

**“Network Plan”**: has the meaning assigned to it in Clause 11 of the Main Body of this Interconnection Agreement, as further described in detail in Annex E of this Interconnection Agreement or in the Technical Framework Document.

**“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”**: the Party entering into this Interconnection Agreement with Epic, being an undertaking authorised with the MCA to provide a public electronic communications network and, or a voice communications service in Malta;

**“Operator Interconnection Node”**: the Operator gateway from which Interconnection Services are offered, as stipulated in Annex E of this Interconnection Agreement or in the Technical Framework Document.

**“Operator National Termination”**: Calls handed over from the Epic 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.

**“Parties”**: both the Operator and Epic.

**“Party”**: the Operator or Epic, as the case may be.

**“Point of Interconnection” or “POI”**: the point at which the Operator Network connects with the Epic 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”**: Epic’s offer document setting out matters relating to the price, and terms and conditions, under which a carrier will permit the interconnection of another carrier to its network.

**“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 22 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.

**“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 the Annex H.

**“SIP”**: Session Initiation Protocol.

**“Technical Framework Document”**: document listing out technical details of the Interconnection.

**“Third Party”**: any party other than the Parties to this Interconnection Agreement.

**“Working Day”**: 08:00 to 17:00 Monday to Thursday, 08:00 to 14:30 hours on Friday, excluding Saturdays, Sundays and public holidays.