



ANNEX B

BILLING AND PAYMENT

This Annex is effective from the date of the Main Body of this Interconnection Agreement and shall remain in effect until amended in accordance with Clause 29 of the said Main Body.

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 (if available); 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, to enable the non-billing 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.

Table 1

Call Type				
Service Type	Total Number of Calls N	Total Duration M	Applicable Rates	Total Revenue R
Total	ΣN	ΣM		ΣR

or such other form of Interconnection Usage Report as the Parties may from time to time reasonably agree.

Where N = the total number of Calls

Where M = the total chargeable Call duration

Where R = the total revenue charge which will comprise of:

M x Rate per minute; or

N x Rate per Call; or

M x Rate per minute plus N x Rate per Call.

- 3.2 The Interconnection Usage Report shall be provided by the Billing Party to the other Party together with the resulting invoice not later than sixty (60) days after the end of each Billing Period.



- 3.3. The Billing Period for Interconnection Traffic shall be quarterly commencing on the 00.00 hours of the 1st January, 1st April, 1st July and 1st October.

The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from one Party to the other to take account of changes in the relevant prices.

- 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 quarterly invoice, the Parties agree that an invoice may be produced based on 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 Quarter N = Traffic Quarter (N-1)
- This method of estimating invoices shall not be used for more than two (2) consecutive Billing Periods.
- 3.7. The Billing Party must advise the billed Party of the fact that any invoice is estimated together with the reasons for using estimates.
- 3.8. The revised invoice with the actual figures must be issued within ninety (90) days from the date of issue of the last estimated invoice.



4. Interconnection Path Billing

- 4.1. Interconnection Path billing shall be carried out in accordance with the charging structure as outlined in Service Schedule 1 of Annex C of this Interconnection Agreement and as further detailed in the GO RIO 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 Clause 4 of Service Schedule 1 of Annex C of this Interconnection Agreement. The Billing Period for Interconnection Paths shall be on a quarterly basis, with each quarter commencing on the 1st January, 1st April, 1st July and 1st October.
- 4.3. Interconnection Path billing shall involve an initial invoice for installation costs 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 quarterly in advance.
- 4.4. The Billing Information for Interconnection Paths shall be based on the information provided for in Table 2 below.

Table 2

Circuit Number	A-end Address	B-end Address	Circuit Type	Connection Fee	Rental

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, Interconnection Paths as outlined in Clause 4 above and other Interconnection Services provided under this Interconnection Agreement for which the Billing Party is entitled to charge the other Party during such Billing Period.



- 5.2. All charges payable under this Interconnection Agreement shall be calculated in accordance with this Interconnection Agreement and at the rates specified from time to time in the GO RIO Price List. 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 an invoice (including an invoice based on estimated information) shall be the date of despatch of that invoice.
- 5.4. For Interconnection Services (other than Call traffic and Interconnection Paths) the Billing Party shall provide together with the invoice appropriate Billing Information to enable the non-billing Party to accurately process the invoice for such Interconnection Services.

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 Lm 250, 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 Lm 250, 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.

The amounts quoted in Clauses 6.2.1 and 6.2.2 shall be cumulative over any period of ninety (90) days in relation to any particular Dispute.

- 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.



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- 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 overpayer, 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.