



VIRTUAL UNBUNDLING LOCAL ACCESS

The Agreement

GO p.l.c.

This Reference offer for Virtual Unbundled Access to the FTTP network and collocation related facilities is published in accordance with the Malta Communications MCA Final Decision Market 4 – Wholesale Unbundled Infrastructure Access Market dated 6th March 2013 in line with Regulation 12(2) of the Electronic Communications Network and Services (General) Regulations (Chapter 399.28 of the Laws of Malta).

Undertakings are advised that the Malta Communications Authority may impose changes to this Reference Offer in accordance with its powers under Regulation 12(4) of the Electronic Communications Network and Services (General) Regulations (Chapter 399.28 of the Laws of Malta)

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Table of Contents

1 Introduction3

1.1 Scope4

1.2 General Principles.....5

1.3 GO Fibre Access Network Description6

THIS AGREEMENT is made on theDATE.....

Between

OAo having its registered office at
“OAo”

and

GO p.l.c. having its registered office at GO, Fra Diego Street, Marsa, MRS 1501
 (“GO”)

1 Introduction

Whereas

- A. GO is in possession of general authorisations for the provision of a public communications network, publicly available telephone services and other publicly available electronic communications services, pursuant to the provisions of the Electronic Communications (Regulation) Act “ECRA”.
- B. OAo is in possession of general authorisations for the provision of a public communications network, publicly available telephone services and other publicly available electronic communications services, pursuant to the provisions of the ECRA and is thus an eligible beneficiary of GO’s Reference Offer “the RO” for Virtual Unbundling to the Local Access “VULA”
- C. GO is obliged under the Malta Communications Authority Final Decision Market 4 – Wholesale Unbundled Infrastructure Access Market dated 6th March 2013, to publish and keep updated a RO and to meet reasonable requests from eligible beneficiaries for Virtual Access to the Local Loop.
- D. The OAo is making a request to GO for Virtual Access to the Local Loop.

- E. The Parties entering into this Agreement recognise the necessity of fulfilment of all respective obligations resulting from this Agreement in the provision of quality electronic communications services to their respective customers.

Now and therefore the Parties agree to enter into this Agreement based on the documents making up GO's published RO.

1.1 Scope

This RO is published in accordance with the provisions the Malta Communications Authority Final Decision Market 4 – Wholesale Unbundled Infrastructure Access Market dated 6th March 2013.

The generic term “**VULA FTTP Connection**” will be used to refer to both FTTH and/or FTTB connections as the context implies, and the complete VULA offering will be referred to as “the **Service**”.

An **OAO** shall have the opportunity to access Virtual Local Access Network “**VLAN**” connections over GO's infrastructure in Malta and Gozo where available and as described in more detail this RO.

VULA services will be offered by GO subject to and until such time that competent authorities still consider that GO still enjoys significant market power in the market for wholesale unbundled infrastructure services specifically where Fibre to the Home “**FTTH**” over Gigabit-capable Passive Optical Network (“**GPON**”) and Fibre to the Building “**FTTB**” over GPON are deployed by GO, If and when GO wishes to terminate the provision of VULA services under this Agreement when it is no longer subject to regulatory obligations to provide such, it will give the OAO a notice period of not less than two (2) months: provided that where withdrawal of the obligation to provide the Service results from a decision by the MCA in the relative market analysis in accordance with regulation 10(3) of the Electronic Communications Networks and Services (General) Regulations (Chapter 339.28 of the Laws of Malta), the termination notice period by GO shall be in line with the provisions of said MCA market analysis decision.

The benefitting OAO shall have all required valid general authorisations under the Electronic Communications (Regulation) Act Cap. 399. GO will only entertain requests for the Services by an OAO if such OAO is entitled to VULA Services pursuant to the necessary authorisation/s and/ or approval/s given to such OAO by the Malta Communications Authority “**MCA**”, in accordance with all applicable rules and legislations.

A VULA-FTTP Connection provides a Service VLAN “**S-VLAN**” per connection from the OAO end user “**User**” to the OAO Handover Point “**HP**” with interconnection occurring at layer 2. GO will present a 1 Gbit/s Ethernet port at the User interface and a 10 Gbit/s port at the HP providing an ‘always on’ connection.

The OAO may avail itself of the Services only on signing of the relative VULA agreement “Agreement”, agreeing to be bound by the terms and conditions laid down therein.

Unless otherwise stated reference to days implies working days namely Mondays to Fridays excluding public holidays.

Appendix 1 to this Main Body lists the Annexes that together with this Main Body make up this RO.

1.2 General Principles

This reference offer is intended to ensure technical and economic replicability for the OAO in accordance with the regulatory obligations imposed by the MCA.

The prices, terms and conditions of the RO are subject to change either by GO at its sole discretion subject to adherence to any applicable legal and/or regulatory obligations or as requested by the MCA, in accordance with applicable Maltese legislation and Section 3.4 Annex A. Any amendments to the terms and conditions must also be in line with Section 17.9 of Annex A.

GO will not respond to queries from and/or handle customer care issues of the Users.

GO will not be responsible for the content of the communications transmitted through the GO Fibre Access Network and other facilities enabling the provision of Services.

Any equipment, network element and other infrastructure that belong to GO or have been installed or constructed by GO or on behalf of GO to enable GO to provide the Service will continue to be fully owned by GO at all times.

OAO requests for a VULA FTTP Connection may be refused on the basis of objective criteria and/ or those relating to technical feasibility or to the need to maintain system integrity.

GO reserves the right to terminate the Service inter alia if any interference with GO’s network is caused as a consequence of actions taken by the OAO or any entity working on behalf the OAO.



The OAO shall guarantee that, by the end of the first year from the commencement date of the Agreement and annually thereafter, the OAO shall have in operation from GO a minimum of 1,500 VULA-FTTP Connections. For the avoidance of doubt, the minimum annual charge payable to GO by the OAO for VULA-FTTP Services shall be equivalent to the charge for 1,500 requests for VULA-FTTP Connections as specified at Annex A.

GO shall provide the OAO with a basic capability as well as forms for the initiation of Pre-Provisioning and Post-Provisioning Processes as detailed in Annex E2.

1.3 GO Fibre Access Network Description

The following description of the GO fibre access network is provided for the general guidance of the OAO. More detailed information will be provided to OAOs, subject to the OAO signing the Non-Disclosure Agreement at Annex F and subject to the OAO's request for an agreement based on this RO being accepted by GO.

The list of GO Network sites and addresses housing the commissioned Optical Line Terminals “**OLT**” enabling access to the GO GPON infrastructure, and the list of Homes Passed will be provided as specified at Annex G and will be updated as per the said Annex.

GO's GPON infrastructure is either laid in ducts or installed aerially. Fibre strands may either be in cables (loose or tight buffer) or as strands installed using blown fibre technology. Optical Hubs “**OH**”, Optical Cabinets “**OC**” and Optical Distribution Points “**ODP**” are used extensively.

1.4 Requests for Information

Further information regarding the RO and the interpretation of any part of it may be sought by sending a written request to:

Wholesale GO p.l.c.
Fra Diego
Marsa MRS 1501

and

Email: wholesale@go.com.mt



GO will entertain the following requests by the timelines stipulated hereunder:

1. Upon a formal request for VULA FTTP connection made by the OAO under any of the methods stipulated in the RO, the parties will sign the Non-Disclosure Agreement as referred to in Annex F. GO will send the OAO a signed Non-Disclosure Agreement within 2 weeks from when it receives said Agreement signed by the OAO;
2. VULA FTTP Connection Agreements and any Forms in the RO as stipulated in Annex E2 will be made available together with the signed Non-Disclosure Agreement referred to in point 1 above;
3. GO shall provide the information contained in Annex G by electronic means.

GO reserves the right to request payment for information requested by the OAO which is not included in Annex G. GO reserves the right to charge the OAO a fee to cover the cost for the compilation and presentation of the requested additional relevant information which is not specified in the RO.