

SCHEDULE 7 – FACILITIES ACCESS SERVICE

1. SCOPE AND STRUCTURE

- (a) The Access Seeker requests access, and is provided access by the Access Provider, to Facilities in accordance with:
 - (i) this Schedule;
 - (ii) the Supply Terms; and
 - (iii) the Facilities Access Technical Manual;
 - (iv) the relevant Facility Lease or Facility Sub-Lease.
- (b) the parties agree that, in the event of inconsistency between the documents listed in paragraph 1.(a), that inconsistency will be resolved by using the following order of precedence:
 - (i) the Supply Terms;
 - (ii) this Schedule;
 - (iii) the Facilities Access Technical Manual; and
 - (iv) the relevant Facility Lease or Facility Sub-Lease
- (c) The Access Provider has agreed to grant the Access Seeker non-exclusive access to the Facilities to install, operate and maintain Equipment for the lawful provision of public telecommunications networks or services in the Kingdom of Bahrain (the “Permitted Use”).

2. GENERAL PRINCIPLES OF ACCESS TO FACILITIES

2.1 Timeliness of access

- (a) The Access Provider must use all reasonable endeavours to provide access to Facilities to the Access Seeker in the timeframes specified in this Schedule.
- (b) Where it is not reasonably practicable for the Access Seeker to comply with those timeframes for access to a particular Facility, the parties must endeavour to agree to extended timeframes, as reasonably required. Any failure by the parties to agree under

this paragraph 2.1 may be referred by either party for dispute resolution under the Dispute Resolution Procedures.

2.2 Non-discrimination

- (a) Subject to the terms and conditions of this Schedule, the parties must in considering and granting access to Facilities, as far as practicable, treat each other on a non-discriminatory basis.
- (b) The non-discrimination principles referred to in paragraph 2.2(a) do not apply to the extent that it is not reasonably practicable for parties to receive equivalent access (for example, positioning on a Tower). In such circumstances, the Access Provider must ensure that access is provided in a manner consistent with the queuing policy principles set out in paragraph 4.
- (c) The non-discrimination principles are not intended to limit an Access **Seeker's ability** to obtain, on request, access of a lower quality than that which the Access Provider provides to itself, subject to technical feasibility.
- (d) The non-discrimination principles are not intended to limit an Access **Seeker's ability** to obtain, on request, access of a superior quality than that which the Access Provider provides to itself, provided always that the Access Provider will not be required to agree to such a request.

2.3 Limitations on rights of access

The general principles of rights of access to Facilities set out in paragraphs 2.1 and 2.2 are limited, to the extent relevant, by the following factors:

- (a) technical, operational and other aspects of practicability of providing access to Facilities;
- (b) the reasonable needs and requirements of the Access Provider in relation to **security and safety of the Access Provider's Network and the safety of the Access Provider's People and the public**;
- (c) any pre-existing collocation arrangements with other parties; and
- (d) the collocation and other requirements of police, emergency and national security services.

3. LODGEMENT OF FACILITIES ACCESS APPLICATION

- (a) If the Access Seeker wishes to share a Facility of the Access Provider, it must submit to the Access Provider a Facilities Access Application for its review and acceptance.
- (b) The Facilities Access Application may include information to be agreed from time to time between the parties, but it must include at least the following information:
 - (i) the kind and location of the Facility to which access is sought;
 - (ii) time within which access is required and the physical arrangements for access proposed;
 - (iii) the expected term of access required by the Access Seeker to the Facility;
 - (iv) the general timeframe within which the Access Seeker wishes to be able to commence installation of the Equipment;
 - (v) a description of the Equipment which the Access Seeker wishes to install on the Facility, including all technical and design specifications, dimensions, wind and load factors and radiocommunications characteristics, any relevant structural analyses and electromagnetic energy tests and, where relevant, the make number of the Equipment;
 - (vi) the radio frequency and electromagnetic characteristics of the Equipment;
 - (vii) any cabling and waveguides to run between the Equipment on the Tower and the Equipment on the ground; and
 - (viii) the Access **Seeker's view as to whether, on the information available** to it, the Tower can be used or modified for use or whether a replacement Tower must be constructed and the basic design of any modifications or replacement Tower.
 - (ix) the area required expressed in square meters and any further information such as floor to ceiling height in respect of accommodation within buildings or mounting positions in respect of Tower space or otherwise as the circumstances require to be specified and
 - (x) requirements for electricity supplies expressed in terms of voltage and peak load kilowatt hours (kWh) for mains AC, DC Battery ampere hours and stand-by AC supplies.
- (c) The Access Provider must provide technical information which is readily available to it in relation to the Facility, if requested, to enable the Access Seeker to complete its

Facilities Access Application. The Access Provider will provide all information in good faith but gives no warranty as to its accuracy. The Access Provider may recover from the Access Seeker its reasonable costs of providing such information.

4. QUEUING POLICY

- (a) The Access Provider must develop and disclose to the Access Seeker a queuing policy for Facility Access Applications for the supply of access to a Facility within twenty-one (21) days of the date of the first request for a supply of access to a Facility from the Access Seeker or any other Licensed Operator.
- (b) The queuing policy must be consistent with the following principles:
 - (i) the queuing policy of the Access Provider must be nondiscriminatory between Access Seekers;
 - (ii) the queuing policy also must apply on a non-discriminating basis to the provisioning of accepted Facilities Access Applications and the Access Provider's own internal confirmed Facilities orders.
 - (iii) subject to paragraph (i) above, the Access Provider must seek to maximise the efficiency of its queuing policy.
- (c) The Access Provider must, within 5 Working Days of receipt of a Facilities Access Application notify the Access Seeker of its receipt and its place in the queue.
- (d) The Access Seeker may prescribe the order in which simultaneous applications by it with the Access Provider should be treated in a queue.

5. ASSESSMENT OF FACILITIES ACCESS APPLICATION

- (a) The Access Provider must notify the Access Seeker:
 - (i) within **5 Working Days** of receiving the Facilities Access Application, if it requires more information in relation to the Facilities Access Application, in which case the time period under paragraph (c) below can be extended by the number of Working Days it takes for the Access Seeker to provide the information;
 - (ii) within **10 Working Days** of receiving the Facilities Access Application, if it requires a modification to the Facilities Access Application, in which case the Access Provider must provide at that time its proposed modifications;
- (b) If the Access Provider requests modifications to the Facilities Access Application in accordance with paragraph (a)(ii) above, the Access Seeker must, within 5 Working Days of receipt of that request, give consideration to those modifications and accept

the modifications or notify the Access Provider that it does not agree with the proposed modifications. If the Access Seeker does not agree with the proposed modifications, the Access Seeker may withdraw its Facilities Access Application or request a meeting with the Access Provider within 10 Working Days of the notification to the Access Provider that it does not agree with the proposed modifications.

Following this meeting, if the parties cannot agree on modifications, then the matter will be resolved under the Dispute Resolution Procedures.

- (c) Subject to any extension of this timeframe under paragraphs 5(a) or (b), the Access Provider must notify the Access Seeker, within the time period specified in Paragraph 5(d) from receipt of the Facilities Access Application, whether:
 - (i) it accepts the Facilities Access Application and whether it wishes to carry out a Field Study under paragraph 7 prior to granting the Access Seeker the right to issue an Order in respect of the Facility under paragraph 8; or
 - (ii) it will reject the Facilities Access Application, in which case an Order cannot be issued in respect of the Facility by the Access Seeker and access to the Facility will not be granted to the Access Seeker.
- (d) The time period specified is 30 Working Days or such other time as is agreed.
- (e) Failure to give notice under paragraph (c) will be deemed to be a proposed rejection of the Facilities Access Application by the Access Provider. If the Access Seeker continues to require access, the Access Seeker must request the Access Provider to confirm the deemed proposed rejection within 5 Working Days from the date of the deemed proposed rejection, and, if so requested, the Access Provider must accept or confirm that it proposes to reject the Facilities Access Application within a further 5 Working Days. The timeframe in paragraph 5(b) will be extended by the period it takes the Access Provider to confirm its proposed rejection in accordance with this paragraph.

6. REJECTION OF A FACILITIES ACCESS APPLICATION

- (a) A Facilities Access Application may be rejected for the following reasons:
 - (i) the provision of access to the Facility would prevent the Access Provider from fulfilling its legislative obligations, including national interest, law and order, defence or universal service obligations;
 - (ii) a purpose for which access to the Facility is sought is not the purpose of installing, operating and maintaining Equipment used or designed for use in connection with the supply of services in accordance with the terms of the **Access Seeker's** Telecommunications Licence;

- (iii) the Access Seeker has not given the Access Provider reasonable notice in respect of when the Access Seeker wishes to obtain access to the Facility;
 - (iv) access to the Facility is not technically feasible;
 - (v) the Access Provider is not legally required to provide Access Services;
 - (vi) the Access Provider determines in its unfettered discretion that the Equipment which the Access Seeker proposes to install at the Facility does not meet the **Access Provider's required technical** standards and quality;
 - (vii) Currently Planned Requirements in relation to the Facility prevents the Access Provider from providing access to the Facility; or
 - (viii) the Facilities Access Application relates to a Facility where an existing user has commenced preparatory conduct (**Preparatory Conduct**), and the provision of access to the Access Seeker would **prevent the existing user's** intended use of the Facility (**Intended Use**) and for the purposes of this paragraph, the existing user has commenced Preparatory Conduct where it has commenced provisioning or providing capacity in or on the Facility for an Intended Use, including by:
 - A entering into a contract with a customer in relation to the Intended Use of the Facility, including for a particular event or purpose;
 - B obtaining landlord, local or state government approval where such approval is necessary for the Intended Use of the Facility;
 - C applying to the Regulator for a frequency licence in respect of the operation of particular Equipment where such a licence is necessary for the Intended Use of the Facility;
 - D entering into a contract for the installation of Equipment, or requesting tenders in respect of such a contract, or commencing ordering and/or installing Equipment for the Intended Use of the Facility; or
 - E where the existing user is a Licensed Operator, obtaining the Access **Provider's written acceptance of its Facilities Access Application** for its Intended Use.
- (b) If the Access Provider proposes to reject the access application of the Access Seeker under paragraph 5(c), it must provide the Access Seeker with a written explanation of its reasons and, if requested by the Access Seeker, meet within 10 Working Days of receiving the application to discuss those reasons. The parties will use reasonable endeavours to develop a strategy for managing access to the Facility or an alternative

Facility which addresses the reasonable concerns of each party but in the absence of agreement, the Access Provider may reject the Facilities Access Application.

- (c) Where an application has been rejected by the Access Provider for technical reasons under paragraph 6(a)(iv), the Access Seeker is entitled to resubmit an amended application at any time, and the proposal must be reconsidered in accordance with this Schedule.

7. CONDUCT OF FIELD STUDY

- (a) Where the Access Provider reasonably determines that a Field Study is necessary to determine whether the relevant Facility is available for access, the Access Provider must notify the Access Seeker of such determination at the time it notifies the Access Seeker of its acceptance of the Facilities Access Application under paragraph 5(c) and that the granting of access in respect of the accepted Facilities Access Application is subject to the successful completion of that Field Study.
- (b) Where the Access Provider elects to conduct a Field Study under paragraph 6(a), it must complete such Field Study within 30 Working Days of notification of its intentions to the Access Seeker under paragraph 5(c) (**Field Study Timeframe**), and within the Field Study Timeframe, the Access Provider must inform the Access Seeker of the following:
 - (i) whether the Access Provider is offering the Access Seeker the right to issue an Order in respect of that Facility under paragraph 8;
 - (ii) confirmation of the results of any preliminary assessment of access or details and explanation of any variation to the results of a preliminary assessment of access;
 - (iii) details of the Make Ready Work required (including who will be responsible for undertaking each part) and the time required to perform the Make Ready Work;
 - (iv) the estimated Access Charges, estimated Make Ready Work costs and other costs of obtaining access;
 - (v) the time required to deliver access, after an Order for access has been made by the Access Seeker;
 - (vi) the **Facility's security classification for physical access purposes**; and
 - (vii) other matters as determined by the Access Provider from time to time.
- (c) If the Access Provider considers that it is unable to complete the Field Study within the Field Study Timeframe, the Access Provider must notify the Access Seeker that an

extension of the Field Study Timeframe is necessary and the anticipated duration of that extension. Such notice is to be given prior to the expiry of the Field Study Timeframe (or the extension of the Field Study Timeframe, as the case may be).

- (d) Where the Access Provider is required by law to provide Access Services, it shall estimate its Make Ready Work costs in accordance with a schedule of costs for time and materials set out at Annex 1 to Schedule 3.
- (e) Upon reasonable notice to the Access Provider, the Access Seeker shall have the right either to supply to the Access Provider its own materials of the same, or **materially the same, type and quality as the Access Provider's materials** detailed in the Field Study for use in any Make Ready Work or, where reasonably practicable, to carry out the whole or any part of the Make Ready Work itself as a sub-contractor to the Access Provider subject to fair and reasonable terms and conditions for the provision of that sub-contracted Make Ready Work.

8. ORDER FOR ACCESS TO FACILITY

- (a) Where the Access Provider has notified the Access Seeker under paragraph 7(b) that it is offering the Access Seeker the right to issue an Order in respect of a facility and if the Access Seeker wishes to lodge an Order for access to a Facility, it must do so within **30 Working Days** of being so advised by the Access Provider.
- (b) An Order must be consistent with the Equipment, plant, work, costs and charge details specified in the Field Study. If the Access Provider determines that an Order, in whole or part, is inconsistent with the relevant Field Study, the Access Seeker must rectify any deficiencies within **2 Working Days** of being notified of such deficiencies by the Access Provider.
- (c) The Order must be in writing and specify:
 - (i) the term of access requested;
 - (ii) any reasonable written instructions applicable to the installation of Equipment;
 - (iii) a description of the Equipment to be installed by the Access Seeker and a description of the Facility; and
 - (iv) the required delivery date and physical arrangements for access to the Facility and the Equipment to be installed by the Access Seeker.
- (d) The Access Provider must give written acknowledgment of the receipt of that Order and provide a response (**Order Response**) within 10 Working Days of receipt. The Order Response must specify:
 - (i) details of Make Ready Work;

- (ii) the applicable Access Charges;
 - (iii) the description of the Facility to which access is sought and the Equipment to be installed by the Access Seeker;
 - (iv) the date upon which access will be provided (**Advised Delivery Date**); and
 - (v) any instructions applicable to the Equipment to be installed by the Access Seeker.
- (e) If the Access Seeker cancels or varies an Order between the date of acceptance and the Advised Delivery Date, the Access Seeker must pay the amount of any loss suffered by the Access Provider. In this paragraph, **“loss” means:**
- (i) the costs which have been reasonably incurred by the Access Provider on the basis of the Order and which will not be otherwise reimbursed following the cancellation of the Order; and
 - (ii) the costs of capital relating to the holding of Equipment or space on the Facility until use, disposal or reuse, and any costs reasonably incurred in arranging for such use, disposal or reuse.

9. GRANTING OF ACCESS

- (a) If the Access Provider accepts an Order in respect of a Facility, the Access Provider must:
- (i) continue, where relevant, to hold the Facility Lease for the Facility and will be the sole lessee under the Facility Lease and the Access Seeker must not object to the continuation of any existing Facility Sub-Leases already granted in respect of the Facility; and
 - (ii) grant to the Access Seeker a Facility Sub-Lease of an agreed part of the Facility to enable the Access Seeker to install, use and maintain its Equipment on the Facility;
- (b) Unless the Access Seeker agrees otherwise, the term of the Facility Sub-Lease will be as specified in the Facility Sub-Lease.
- (c) Where the Access Provider owns the existing Facility, the term of the Facility Lease will be as specified in the Facility Lease.

- (d) In relation to the Access Provider accepting an Order in respect of a Radio-communications Site only, the Access Provider must continue to own any Towers on a Radiocommunications Site which is to be a Shared Facility.
- (e) The parties will endeavour to ensure that a Facility Lease or Facility Sub-Lease is executed before any Make Ready Work commences. The Access Provider must prepare the draft Lease or Sub-Lease as the case may be. Where at the time of access to the Facility a formal Facility Lease or Facility Sub-Lease has not been executed, the Access Seeker will be deemed to be bound by the terms and obligations of the proposed Facility Lease or Facility Sub-Lease at the material time

10. RULES FOR SYNCHRONISATION OF THE FACILITY SUB-LEASE TERMS WITH THE HEAD LEASE TERM

The following rules will apply in synchronising the Facility Sub-Lease terms with the term of the head lease:

- (a) each Facility Sub-Lease must expire one day before the head lease out of which it is granted;
- (b) each Facility Sub-Lease must only be supported by one head lease term;
- (c) the commencement date of the first Facility Sub-Lease term (which will be the earlier of the date of execution of the Facility Sub-Lease or the date of delivery of possession) will be the same date of the month as the date of the month that the supporting head lease commenced, irrespective of the day in the month that delivery of possession occurs under the Facility Sub-Lease;
- (d) the initial Ongoing Access Fee of the Facility Sub-Lease commences from the commencement date stated in the Facility Sub-Lease and not the subsequent date of the delivery of possession; and
- (e) if the Access Provider has entered into sequential head leases in respect of a site, or one head lease with sequential terms, the Access Seeker shall have the right to enter into sequential subleases or one sublease with sequential terms, each sublease to comply with paragraphs (a) to (d) above in respect of the relevant head lease. Nothing in this paragraph shall **constrain the Access Provider's ability to** terminate any head lease, or give notice to the Lessor that any head lease will not commence, or give notice to the Lessor that any further term of a head lease will not commence.

11. POWER

- (a) Unless otherwise agreed, and to the extent permitted by the relevant authority, the Access Seeker must make its own arrangements for electric power (**Power**) at its

own cost, including, but not limited to, its own Power main, Power feed, Power meter or meters and associated Power infrastructure (**Power Supply**).

- (b) In the event that the relevant authority under paragraph (a) is not prepared to provide the Access Seeker with a separate Power feed in respect of the Facility, the Access Provider will, where practicable, permit the Access Seeker to share the Power Supply in return for a reasonable increase in the Ongoing Access Fees payable, calculated reasonably by the Access Provider at the time that the request to share the Power Supply is made, by reference to the cost at which the Access Provider is supplied the Power. The Access Seeker will pay all costs, expenses and charges incurred by reason of establishing the Power Supply as a shared Power Supply.

12. STANDARD TERM OF ACCESS

Unless otherwise agreed between the parties, a standard term of access to a particular Facility is the least of:

- (a) 8 years;
- (b) **the term of the Access Provider's rights of tenure in respect of that Facility;** and
- (c) the period equal to the remaining economic life of the Facility, as estimated by the Access Provider (and as notified to the Access Seeker at the time of application if that estimation is less than 8 years).

13. PERMITS AND APPROVALS

13.1 Access Seeker's responsibility

If it is necessary to obtain permits, approvals or licences required from any governmental, regulatory or public authority, agency or body (**Third Party Regulatory Approvals**) in relation to any Make Ready Work or the installation, repair, testing, operation, maintenance or removal of Equipment, the Access Seeker must use its reasonable endeavours to obtain the Third Party Regulatory Approvals, and will bear the cost of obtaining those Third Party Regulatory Approvals, unless the relevant law or government regulation requires that the Access Provider obtains it, in which case the Access Provider must use its reasonable **endeavours to do so, but at the Access Seeker's expense**.

13.2 Co-operation from the Access Provider

Each party will provide all co-operation that the other party reasonably requires to obtain any approvals under paragraph 13.1 and must do so in a timely fashion and in a manner consistent with its own operations. If any approvals cannot be obtained, the parties must not carry out the activity for which approval has been refused.

14. PERFORMANCE OF MAKE READY WORK

- (a) The Access Provider will:
- (i) take all reasonable steps to ensure that all Make Ready Work is carried out so far as practicable, within the construction timetable and cost estimates forming part of the Field Study; and
 - (ii) notify the Access Seeker of any delays which it anticipates as soon as practicable after becoming aware that such delays may occur.
- (b) If, after the commencement of Make Ready Work, the Access Provider determines that the actual cost of carrying out the Make Ready Work is likely to exceed, by more than 15%, the Make Ready Work costs specified in the Order Response:
- (i) the Access Provider may immediately suspend all Make Ready Work and advise the Access Seeker accordingly;
 - (ii) **as soon as practicable, the Access Provider must provide a “Work Variation Report”** to the Access Seeker setting out the nature and extent of additional Make Ready Work, revised Make Ready Work costs and any revised Advised Delivery Date; and
 - (iii) upon receipt of a Work Variation Report, the Access Seeker must either request the Access Provider to carry out the Make Ready Work at the revised Make Ready Work costs (and/or by the revised Advised Delivery Date) or inform the Access Provider that it does not wish to proceed with the Make Ready Work. In regard to the latter, the Access Seeker must pay Make Ready Work costs to the extent then incurred by the Access Provider.
- (c) The Access Provider will not incur any penalty or liability to the Access Seeker by reason of any suspension of Make Ready Work pursuant to this paragraph and the Advised Delivery Date will, to the extent required, be adjusted to take into account the additions to, or variations in, Make Ready Work.
- (d) For the avoidance of doubt, the parties agree that in addition to the Make Ready Work costs specified in the Order Response, the Access Seeker will bear any additional Make Ready Work costs which do not exceed 15% of the estimated Make Ready Work costs.

15. DELIVERY OF ACCESS

- (a) Prior to the delivery of access to the Facility, the Access Provider must perform all Make Ready Work which it has agreed to perform, and perform that work as soon as reasonably practicable.

- (b) After it completes the Make Ready Work, the Access Provider must notify the Access Seeker of the Advised Delivery Date, which may be different to that specified in the Order Response.
- (c) The Access Provider is not obliged to deliver access on the Advised Delivery Date if Make Ready Work cannot be reasonably completed, due to unforeseen **circumstances or circumstances beyond the Access Provider's control** before that date, and notice has been given to the Access Seeker, in which case access will be delivered as soon as reasonably practicable after the Advised Delivery Date.
- (d) The Access Provider may depart from the Field Study provided that the variation **does not have a material impact on the Access Seeker's use of Equipment** or cost. Where any such variations are likely to have a material impact on the Access **Seeker's use of Equipment, the Access Provider must** give prior notice to the Access Seeker in respect of such material impact.
- (e) The Access Seeker must deliver to the Access Provider all plant and Equipment of the Access Seeker to be installed by the Access Provider in a timely manner which allows the Access Provider to comply with all timeframes in the Field Study.
- (f) Subject to paragraph (g), the Access Seeker must install and test its Equipment in accordance with the work plan included in its Facilities Access Application and within 3 months of the completion of Make Ready Work. The Access Seeker will be responsible for the testing of its Equipment. The Access Provider, at the Access **Seeker's cost, may provide any reasonable** assistance required for such testing.
- (g) The Access Seeker must contract with the Access Provider for the installation of equipment on any Facility which is a Tower on a time and materials basis.

16. COMPLETION INSPECTION

- (a) Unless the parties otherwise agree, upon completion of installation work by the Access Seeker, there must be a joint on-site inspection between the Access Provider and Access Seeker to ensure that Make Ready Work and installation work have been satisfactorily completed and to agree whether access and installed Equipment have been provided in accordance with the details of the approved Facilities Access Application.
- (b) The scope of the completion inspection is to be agreed by the parties.
- (c) If the Make Ready Work and Equipment installation have not been satisfactorily completed, the parties must agree what remedial work is required and carry out that remedial work. Following completion of any remedial work, the parties must hold a further meeting to confirm the satisfactory completion of the Make Ready Work and Equipment installation. The remedial Make Ready Work (but not the Equipment

installation) will only be performed by and/or at any cost to the Access Provider if such work is required because the Access Provider has not performed Make Ready Work specified in the Field Study.

17. MAINTENANCE, EQUIPMENT REPLACEMENT AND INTERFERENCE

17.1 General principles

- (a) Each party is responsible for the maintenance and safe operation of its Equipment, provided that the Access Seeker must contract with the Access Provider for the Access Provider to perform all maintenance of any Equipment which is located on a Facility which is a Tower.
- (b) The Access Provider is responsible for maintaining each Shared Facility in a safe and operable condition and must, within a reasonable time of a request by the Access Seeker that it do so, provide satisfactory evidence of certification of all reasonable or necessary maintenance and safety checks and inspections.

17.2 Facility and equipment protection

Each party must take all reasonable and necessary steps to ensure that its Equipment does not:

- (a) endanger the safety or health of the officers, employees, contractors or agents or customers of the other party; or
- (b) damage, interfere with or cause any deterioration in the operation of the other **party's Facility or Equipment.**

17.3 Co-ordination of maintenance

The parties recognise that maintenance of one party's Equipment in a Shared Facility may unavoidably require Outages to the other party's Equipment. The parties intend that any maintenance work in such Shared Facility should be planned to cause minimum disruption to each party's services. To this end, the parties will comply with the procedures for coordinated scheduling of maintenance of their respective Equipment as set out in this paragraph.

17.4 Access windows

The Access Provider will, following consultation with the Access Seeker, schedule Access Windows within which the parties will undertake their regularly scheduled work on the Equipment and, in the case of the Access Provider, the Shared Facility. Access Windows

must be scheduled in accordance with the principle that they are to occur at a time when **each party's Equipment is carrying the least traffic but also at a time when it is reasonably** practical to perform maintenance work and provide the required access. Any installation work required, or switch offs should be performed within the Access Windows. Unless otherwise agreed, the Access Seeker must negotiate any switch offs of any Equipment of a third party necessary as a result of the installation or maintenance of the Access **Seeker's Equipment**, with that third party.

17.5 **Unscheduled maintenance**

The parties will comply with the procedures in paragraph 17.6(a) in respect of the performance of any unscheduled maintenance by a party outside an Access Window. As a general principle, if the parties agree that maintenance work can be reasonably delayed until the next Access Window, then it should be delayed.

17.6 **Emergency procedures**

- (a) For the purposes of the Access Provider undertaking Emergency Work in relation to a Shared Facility, if the Equipment of the Access Seeker has to be turned off or turned down or the Access Provider requires assistance in relation to the Access **Seeker's Equipment, the Access Provider will notify** the Access Seeker and the Access Seeker will dispatch personnel on an emergency basis to the Shared Facility in accordance with the same procedures and timeframes as the Access Seeker would respond to an emergency relating to its own Equipment at that Shared Facility.
- (b) If the Access Provider becomes aware of a fault, defect or problem with the Access **Seeker's Equipment or other facilities located in a Shared Facility** which causes, or there is a reasonable risk that it might cause, damage to the Shared Facility or to **either party's Equipment, the Access Provider:**
 - (i) must notify the other party as soon as practicable; and
 - (ii) where there is an immediate risk of personal injury or significant property **damage (including to the other party's or third party's Equipment)**, may take interim measures reasonably necessary in **relation to the other party's Equipment** to prevent such injury or damage, pending the attendance by the **other party's personnel** to perform the required corrective work.

17.7 **Relocation**

- (a) **Once the location of the Access Seeker's Equipment** on a Shared Facility has been determined, and any part of it is installed, the Access Provider may only with the consent of the Access Seeker (such consent not to be unreasonably withheld), require that it be relocated elsewhere upon that Facility.

- (b) The Access Seeker is not required to consent to the relocation of its Equipment unless:
- (i) the Access Provider pays the reasonable cost of such relocation; and
 - (ii) **the proposed new location of the Access Seeker's Equipment does** not result in a material reduction of amenity (including technical, operational and maintenance capability) in the use of that Equipment.

17.8 Replacement of equipment

- (a) On giving **10 Working Days'** prior written notice to the Access Provider, the Access Seeker may replace Equipment currently located in a Shared Facility with similar or new design Equipment or other facilities if all of the conditions in paragraph 17.8 (b)(i) to (v) are satisfied, unless the parties have agreed otherwise in a Facilities Access Application.
- (b) The Access Provider must agree (such agreement not to be unreasonably withheld) that the replacement Equipment will not result in or cause:
- (i) significant difficulties of a technical or engineering nature;
 - (ii) significant interference with the delivery of telecommunications services supplied by the parties or other Licensed Operators;
 - (iii) significant additional space requirements;
 - (iv) significant interference with any Equipment of the parties or third parties located at or in the Shared Facility such that the performance level of the **Equipment or Facility falls below the Access Provider's** standards in the case **of the Access Provider's Equipment or below** accepted industry standards in the case of all other Equipment; or
 - (v) a significant threat to the health or safety of persons who operate, or work on, or are near, the Shared Facility.
- (c) The replacement work must take place within an Access Window or some other time agreed to by the parties and all third parties which share that Facility.
- (d) The Access Seeker must contract with the Access Provider for the replacement of Equipment at any Facility which is a Tower.

17.9 Additional equipment

The Access Seeker may only install Additional Equipment in a Shared Facility by submitting and gaining approval of a Facilities Access Application in accordance with this Schedule.

17.10 Interference

- (a) Neither party must do anything, or knowingly permit any third party to do anything, in a Shared Facility which causes interference which materially obstructs, interrupts or impedes the continuous use or operation of the Equipment of the parties installed in **the Facility, or a third party's Equipment.**
- (b) In the event of one party advising the other of any interference allegedly caused by a breach by that party of paragraph (a), subject to paragraphs (d) and (e), that party must expeditiously remedy such a breach.
- (c) In addition to the obligations under paragraph (b), if the advice of any interference is given within one week of:
 - (i) the other party installing new or additional Equipment; or
 - (ii) the other party commissioning new or additional Equipment, then that other party must remedy that breach as soon as possible and, in any event, within 24 hours.
- (d) If, within 48 hours after receiving notification of the interference, a party is not able to reasonably demonstrate that the interference is not being caused by **that party's use** of the Shared Facility, the parties will appoint an independent expert (and, in the absence of such agreement, an expert appointed by the president of the Bahrain branch of the Institute of Electrical Engineers or if that is not possible, another independent engineering association in the Gulf region nominated by the Access Provider) to determine the cause of the interference and, if caused by either party, how the interference is to be eliminated. The independent expert must make that determination within 72 hours of being appointed unless otherwise agreed. The parties agree to provide the independent expert with all information within their control and relevant to the interference.
- (e) Subject to paragraph (g), if the determination of the independent expert is that the Access Seeker is causing the interference and that to eliminate such interference **requires removing, relocating or modifying the Access Seeker's Equipment**, the Access Seeker must do so within 48 hours of the independent expert notifying the parties of its determination and the Access Seeker must bear all costs of this work.
- (f) Subject to paragraph (g), if the determination of the independent expert is that the **Access Provider's Equipment is causing the interference**, the Access Provider will use all reasonable endeavours to eliminate such interference and where the Access

Provider is unable to eliminate such interference, the Access Provider may require the Access Seeker to remove, relocate or **modify the Access Seeker's Equipment** and the Access Provider will bear all reasonable costs of the Access Seeker in complying with any such requirement.

- (g) The Access Provider will, at the expense of the Access Seeker, accept a surrender or a variation of the Facility Lease or Facility Sub-Lease if such surrender or variation is reasonably required as a result of the determination of the independent expert and the Access Provider will pay the Access Seeker a pro rata refund to cover unused amounts paid in advance to the Access Provider less any amount in respect of any loss suffered by the Access Provider from such surrender or variation of the Facility Lease or Facility Sub-Lease. **In this paragraph, "loss" means:**
- (i) the costs which have been reasonably incurred by the Access Provider which will not be otherwise reimbursed following the surrender or a variation of the Facility Lease or Facility Sub-Lease; and
 - (ii) the costs of capital relating to the holding of Equipment or space on the Facility until use, disposal or reuse, and any costs reasonably incurred in arranging for such use, disposal or reuse.

The parties agree that any charges imposed by the Access Provider under this paragraph represent a genuine pre-estimate of the loss the Access Provider will suffer and are not a penalty.

17.11 Third party equipment

- (a) Subject to paragraph (b), the Access Provider may agree to a third party installing **Equipment in a Shared Facility, provided that the third party's Equipment** does not interfere in a material way with any of the Access **Seeker's Equipment. The Access Provider** must otherwise consult with the Access Seeker.
- (b) The Access Provider may without notice to the Access Provider agree to any governmental, regulatory or public authority, agency or body installing any equipment of any kind in a Shared Facility for the provision of emergency services, national defence or any other public service and the Access Provider shall not in any way be liable to the Access Seeker for any interference which such equipment may **cause to the Access Seeker's Equipment** and the Access Seeker must do all things necessary to ensure **that the Access Seeker's Equipment do not in any way interfere** with such equipment.
- (c) The Access Seeker will not be responsible for the costs of installing third party Equipment, or installation and maintenance of the third party Equipment.

- (d) The Access Provider will use all reasonable endeavours to make it a condition of giving permission to a third party to install its Equipment in the Shared Facility, that the third party agrees to comply with terms consistent with paragraph 17.10 in **relation to the third party's use of the Shared Facility** and further to include suitable indemnities by the third party against damage to persons or property affording protection for liability or loss to all persons who share the Facility. The Access Provider will notify the Access Seeker if **unable to obtain the third party's agreement** to such terms.
- (e) If the Equipment of a third party needs to be moved, powered down or turned off in order for the Access Seeker to install or maintain its Equipment, the Access Seeker will be responsible for liaising with that third party and the Access Provider will provide the Access Seeker with the details of the third party. The Access Seeker must reimburse or pay all costs paid or payable by the Access Provider in relation to the movement, power down or turn off **of the third party's Equipment in these** circumstances.

18. INSURANCE

- (a) The Access Provider may in writing require the Access Seeker to maintain higher insurance coverage than that required under Clause 17.18 of the Supply Terms where the Access Provider reasonably believes that such higher insurance coverage is **necessary given the level and nature of the Access Seeker's access to the Access Provider's Facilities. Where the Access Provider requires** the Access Seeker to maintain higher insurance coverage under this paragraph, the Access Seeker must comply with any such requirements within 30 Working Days of being so notified by the Access Provider.
- (b) On request by the Access Provider, the Access Seeker must immediately produce evidence that it has complied and is continuing to comply with its obligations under paragraph 18(a).

19. SUSPENSION AND TERMINATION

19.1 Suspension

The parties agree that the rights of suspension and termination under clauses 9 and 10 of the Supply Terms in respect of a Service under this Schedule includes the right to suspend or terminate some or all Facility Leases or Facility Sub-Leases at the sole discretion of the Access Provider.

19.2 Completion of suspension

The Access Provider must provide the Access Seeker with access to the relevant Facility as soon as practicable after there no longer exists a reason for suspension and must do so at a reasonable cost to the Access Seeker.

19.3 Related agreements

If the term of any Facility Lease or Facility Sub-Lease continues after the expiry or termination of this Schedule, then to the extent relevant to those agreements the provisions of this Schedule shall continue to apply.

20. TERMINATION BY THE ACCESS PROVIDER

- (a) If the Access Provider:
- (i) intends to decommission the Facility and terminate the provision of access to that Facility; and
 - (ii) the Access Seeker wishes to continue to use the Facility, then the Access Provider must:
 - A release the Access Seeker from the Facility Sub-Lease and upon vacation of the Facility by the Access Provider, any obligations under this Schedule in respect of that Facility;
 - B where there is more than one Access Seeker sharing the Facility, permit the Access Seeker that was the first Licensed Operator to share the Facility (and if shared initially by more than one Access Seeker, by agreement between the Access Seekers) to take an assignment of or novate the Facility Lease from the Access Provider;
 - C indemnify the Access Seeker against any claims by the Lessor or any **other person in respect of the Access Provider's use of the** Facility; and
 - D make reasonable endeavours to incorporate this paragraph 20 into any negotiations with the Lessor regarding the execution or the renegotiation of the Facility Lease.
- (b) The Access Seeker, where it takes an assignment or novation of the Facility Lease, indemnifies the Access Provider against any claims, damages, expenses or liabilities in respect of the Facility arising after the date of the assignment or novation.

21. TERMINATION BY ACCESS SEEKER

If the Access Seeker decides to cease using a Shared Facility and the Access Provider wishes to continue using the Facility, the Access Seeker indemnifies the Access Provider **against any claims by the Lessor or any other person in respect of the Access Seeker's** use of the Facility, or the termination of the Facility Lease or Facility Sub-Lease.

22. CONSEQUENCES OF EXPIRY OR TERMINATION

- (a) Where a Facility Lease or Facility Sub-Lease has expired or terminated early including as a result of termination of this Schedule, the Access Seeker must:
 - (i) **immediately remove the Access Seeker's Equipment from the** relevant Facility, except where the Facility is a Tower in which case the Access Seeker must contract with the Access provider to remove **the Access Seeker's Equipment;**
 - (ii) **reinstate the Facility to the same standard, style and condition as existed prior to the installation of the Access Seeker's Equipment;** and
 - (iii) do such other acts, matters and things as the parties may agree, and the Access Provider must allow the Access Seeker to enter onto the land on which the Facility is located in order to do so.
- (b) If the Access Seeker fails to comply with paragraph 22(a) within 20 Working Days of such termination, the Access Provider may enter the Premises on reasonable notice for the purposes of carrying out any necessary disconnection works.
- (c) All reasonable costs of the disconnection described in paragraph 22(b) must be paid by:
 - (i) in the case of expiry of the relevant Facility Lease or Facility Sub-Lease, the Access Seeker;
 - (ii) in the case of disconnection due to termination of this Schedule, the party other than the party who terminates this Schedule; and
 - (iii) in the case of disconnection due to a Force Majeure Event under paragraph 12 of the Supply Terms, the party affected by the Force Majeure Event.

23. LIABILITY AND INDEMNITY

- (a) This paragraph 23 applies in relation to access to Facilities under this Schedule and applies to the extent of any inconsistency with clause 13 of the Supply Terms.
- (b) A party, in its capacity as the Access Provider, shall not be liable to the Access Seeker (whether in contract, in tort, under statute or in any other way and whether

due to negligence, wilful or deliberate breach or any other cause) under, or for matters arising in relation to, this Schedule, a Facility Lease or Facility Sub-Lease for or in respect of:

- (i) any consequential, special or indirect liability, loss, damage, cost, charge or expense;
 - (ii) any act or omission or matter relating to any third party, other than a properly authorised contractor of the Access Provider acting within the scope of its authority involved in the operation or maintenance of a Shared Facility; or
 - (iii) any delay in the initial provision or failure to provide access or for anything not under the direct control of the Access Provider.
- (c) A party, in its capacity as the Access Seeker, shall indemnify the Access Provider against any claim or cause of action (whether in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach or any other cause) of a third party against the Access Provider for or in respect of all direct, consequential, indirect or special liability, loss, damage, cost, charge or expense incurred or suffered as a **result of or in relation to the Access Seeker's** access to Facilities under this Schedule, a Facility Lease or Facility Sub-Lease.
- (d) Subject to paragraphs (b) and (c), each party (**Indemnifying Party**) unconditionally and irrevocably indemnifies the other (**Innocent Party**) against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which the Innocent Party pays, suffers or incurs, or is liable for in connection with:
- (i) any breach of this Schedule, a Facility Lease or a Facility Sub-Lease by the Indemnifying Party; or
 - (ii) damage to or loss of any Equipment, Facility or other property of the Innocent Party or a third party or injury to a person caused by an act or omission (negligent or otherwise) of the Indemnifying Party.

ATTACHMENT 1 TO SCHEDULE 7

FACILITY LEASE

[A copy of a standard Facility Lease]

ATTACHMENT 2 TO SCHEDULE 7

FACILITY SUB-LEASE