

Non-price terms of BRE RO Services

Schedule 8 – Dictionary and Rules of Interpretation and Construction

Unless the context otherwise requires:

Acceptable Long Term Credit Rating means a credit rating (which must not be more than 6 months old):

- (a) from Moody's Investor Services, of "Ba" or higher; or
- (b) from Standard & Poors, of "BB" or higher.

Acceptance Criteria means the set of technical parameters including the Quality of Service Parameters, and test procedures, which the Connection has to meet before a Service Request can be considered as completed.

Accepted Service Request means the time when a Service Request is explicitly accepted by Batelco or deemed to have been accepted by Batelco.

Access Charges mean the charges set out in a Service Description for an Access Service.

Access Provider means, in relation to a Service, the party that has been requested to provide a Service to the other party.

Access Provider Customer means an End User directly connected to the Access Provider's Network.

Access Seeker means,

- (a) in relation to a Service, the party that has requested the other party to supply a Service; and
- (b) in relation to a Facility, the party which seeks, or has been or will be provided, access to that Facility by the Access Provider.

Access Seeker Customer means an End User directly connected to the Access Seeker's Network to whom the Access Seeker supplies end to end services utilizing the Service provided by the Access Provider.

Access Service means a Service Batelco is required to supply under section 57(e) of the Telecommunications Law and which is described in Schedule 1.

Access Windows has the meaning set out in paragraph 17.4 of Schedule 7.

Accounting Expert has the meaning set out in clause 24.22 of the Supply Terms.

Actual Delivery Time means the time period between the following events:

- (a) Accepted Service Requests, and
- (b) Actual RFS Date.

Actual Fault Acknowledgment Time means the time period between the following events:

- (a) the OLO reports a fault to Batelco, and
- (b) the OLO receives a trouble ticket from Batelco for the reported fault.

Actual Response Time means the time period between the following events:

- (a) the OLO reports a fault to Batelco, and
- (b) the OLO receives a notice from Batelco confirming that the troubleshooting of the fault has started (either remotely or on site).

Once a Batelco technician has started troubleshooting the fault, Batelco is required to regularly update the OLO of the progress made to restore the Connection, and to provide an indication of the anticipated restoration time.

Actual Restoration Time means the time period between the following events:

- (a) the OLO reports a fault to Batelco, and
- (b) the OLO receives a notice from Batelco indicating the connection has been restored and the trouble ticket closed.

Batelco is allowed to close a trouble ticket only if one of the following conditions is met:

- (a) Batelco provides a proof (i.e. test results) that the connection is performing in accordance with the QoS Parameters; or
- (b) Batelco has received a confirmation from the OLO that the service is performing in accordance with the QoS Parameters.

Actual RFS Date means the date on which the OLO receives the RFS Certificate from Batelco.

Actual RFT Date means the date on which the OLO receives a notice from Batelco confirming that the connection has been provisioned the same day and is ready for test.

Actual Time for Notification of Expected RFT and RFS Dates means the time period between the following events:

- (a) Accepted Service Requests; and
- (b) the OLO receives a notice from Batelco indicating the Expected RFT Date, the Expected RFS Date; the Maximum Delivery Time; and the Maximum Delivery Date.

Actual Time for Service Requests Acknowledgment means the time period between the following events:

- (a) the OLO send a Service Request to Batelco; and
- (b) the OLO receives a notice from Batelco acknowledging that the Service Request has been received.

Actual Time for Service Request Confirmation means the time period between the following events:

- (a) the OLO receives a notice from Batelco acknowledging that the Service Request has been received.; and
- (b) one of the following three events, whichever happens the soonest:
 - (i) the OLO receives a notice from Batelco indicating that the information provided by the OLO in the Service Request Form is incorrect and/or

insufficient to progress the Service Request to the service delivery process; or

- (ii) Accepted Service Request (explicit acceptance from Batelco) which happens when the OLO receives a notice from Batelco confirming that the information provided by the OLO in the Service Request Form is correct and sufficient to progress the Service Request to the service delivery process; or
- (iii) Accepted Service Request (deemed acceptance from Batelco) which happens at the end of the Maximum Time for Service Request Confirmation, where absent formal notice from Batelco, the Service Request is deemed to have been accepted by Batelco and thus progressed to the service delivery process.

Actual Validation Time means the time period(s) between the following events:

- (a) Actual RFT Date which happens when the OLO receives a notice from Batelco confirming that the connection has been provisioned the same day and is ready for test; and
- (b) one of the following two events, whichever happens the soonest:
 - (i) the OLO sends a notice to Batelco confirming that the connection is performing in accordance with the Acceptance Criteria;
 - (ii) the end of the Maximum Validation Time.

The Actual Validation Time is suspended between the following events, if such events occur:

- (a) OLO sends a notice to Batelco indicating that the connection is not performing in accordance with the Acceptance Criteria; and
- (b) the OLO receives a notice from Batelco indicating that the connection has been re-provisioned.

Additional Equipment means any Equipment that the Access Seeker seeks to locate at a Facility for which provision was not made in the Facilities Access Application for that Facility (but which is not a replacement for that Equipment satisfying the requirements of paragraph 17.8(a)) of Schedule 7.

Adjoining Site means the site adjoining or located in close proximity to a Tower or replacement Tower which is to be obtained and used by the Access Seeker to locate its Equipment Shelter and associated Equipment.

Artificially Inflated Traffic means a situation where the flow of traffic between the parties' network is, as a result of any activity on or on behalf of a party or a third party, disproportionate to the flow of traffic which would be expected from good faith commercial practice and usage of the parties' Networks and includes Telephone Calls to a Callsink.

Authorized Person has the meaning set out in clause 21.7 of the Supply Terms.

Autonomous System or **AS** means the collection of routers and associated network elements under a single administration using a common BGP for routing packets.

Bahrain Internet Registry means the registry approved by the relevant authorities to administer the Internet domain name system for Bahrain.

Bahrain Numbering Plan means the numbering plan prepared and managed by the Regulator, being the numbering plan administered by the Regulator for use in connection with the supply of telecommunication services in Bahrain.

Batelco means BEYON B.S.C of PO Box 14, Manama, Bahrain.

Batelco Carrier Services Web Site means the part of the Batelco website at <http://batelco.com/business/solutions-by-sector/wholesale/> dedicated to providing carrier services information.

Batelco Switch Connection means the exchange nominated by Batelco for the interconnection of Batelco's Network with that of the Requesting Licensed Operator.

Billing and Collection Process means the billing and payment process in Schedule 4.

Billing Dispute has the meaning set out in clause 24.5 of the Supply Terms.

Billing Dispute Notice means a notice in writing in the form setting out the information required under clause 24.16 of the Supply Terms.

Billing Party means the Access Provider providing the relevant Service, or rendering the relevant Invoice, as the case may be.

BIX means the Bahrain Internet Exchange established under section 41 of the Telecommunications Law operated under the relevant License.

Calendar Year means each year commencing on 1 January and ending on 31 December.

Calling Card Call means a call initiated by a Calling Party using any calling card system.

Calling Party means, for the purposes of Schedule 1 in relation to the PSTN Terminating Access Service, the person who, being a directly connected customer of the Access Seeker, initiates a call the completion of which requires utilization of the PSTN Terminating Access Service.

Callsink means, unless the parties agree otherwise in any particular case, any PSTN Number or group of PSTN Numbers allocated to a party or a customer or the related entities of either where:

- (a) that PSTN Number or group of PSTN Numbers, receives during a month more than 10 times as many minutes of Telephone Calls than the minutes of Telephone Calls originating at such PSTN Number during that month (“the Asymmetrical Traffic Number or Numbers”); and
- (b) the Asymmetrical Traffic Number or Numbers receive during a month more than 0.5% of the total minutes of Telephone Calls received during that month from the other party’s Network.

Cancellation Request means a Service Request for cancelling an existing Connection.

Capacity Order has the meaning given to it in the Joint Working Manual.

Change of Control means a material change in the equity structure of a company giving rise to a change in the ability of a stakeholder to appoint the board of the company.

Charges mean the charges set out in a Service Description or in Schedule 3.

CLI means calling line identification.

Complex Case means a project which for the implementation of a New Service involves significant changes to the Requested Party's existing network features and services and/or significant systems development and/or work with external suppliers and/or has a major impact on and/or requires major interaction or negotiation with one or more Licensed Operators

Confidential Information means all data, trade secrets, ideas, concepts, know-how, knowledge, and information whether in writing or otherwise, relating to a party's People, Services, Network, affairs, business, Subscribers and End Users exchanged between the parties before, on or after the Effective Date but excludes information:

- (a) which is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the disclosing party;
- (b) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party (other than if such knowledge arose from disclosure of confidential information in breach of an obligation of confidentiality);
- (c) which the recipient acquires from a third party entitled to disclose it; or
- (d) which was independently developed by a party without breach of any obligation of confidentiality owed to the other party.

Confidentiality Agreement means the terms and conditions of a confidentiality undertaking between a Requesting Licensed Operator and Batelco which must be provided prior to or at the same time as a Service Request, to be in the form available from the Batelco Carrier Services Web Site.

Consequential Loss means:

- (a) direct loss of business revenue or profits; and
- (b) indirect, incidental, consequential, punitive or special damages, including without limitation economic loss such as loss of profits or expectations, business revenue, goodwill, wasted expenditure or anticipated savings, cost of replacement services,

whether such costs or damages are based in contract, tort (including negligence), statute or otherwise, even if the other party is warned or has been warned of the possibility of that loss or damage.

Construction and Work Plan means, in relation to a Facility, a plan to be produced by the Access Seeker when carrying out Make Ready Work and incorporating the following information unless provided in the approved Facilities Access Application, in which case confirmation only is required:

- (a) plans for all Make Ready Work;
- (b) a construction timetable for all Make Ready Work and a work program;
- (c) the Equipment which the parties seek to place in or on the Facility including the nature, dimension and, where relevant, the model number of the Equipment;
- (d) the location of the Equipment;
- (e) the method and procedures that the Access Seeker will use in installing its Equipment in or on the Facility and whether it will be necessary to modify or strengthen the Facility;
- (f) a timetable and program for the installation of all Equipment; and
- (g) any other matters which may be reasonably necessary or appropriate having regard to the circumstances.

Currently Planned Requirements means genuine plans of the Access Provider for the future use of a Facility where those plans include commencing:

- (a) ordering and/or installing Equipment on or in the Facility; or

(b) obtaining landlord or government approval, where such approval is necessary for use of the Facility,

within 24 months of the date of a Facilities Access Application.

Disclosing Party has the meaning set out in clause 21.4 of the Supply Terms.

Dispute has the meaning set out in clause 24.1 of the Supply Terms.

Disputed Amount has the meaning set out in clause 24.17(a) of the Supply Terms.

Dispute Officer means a senior executive of a party nominated to negotiate and resolve disputes with the other party.

Dispute Resolution Procedures means the procedures set out in clause 24 of the Supply Terms.

Due Date means the date on which an invoice is payable in accordance with Schedule 4, Schedule 1 or as may be agreed by the parties and if there has been no agreement or if there is any inconsistency between specified dates or the manner in which a date is to be calculated, shall be a date which is 30 days from the date of receipt of the relevant invoice.

Effective Date has the meaning set out in clause 2.1 of the Supply Terms.

Emergency Event means an event (which may be a Force Majeure Event) which poses an urgent threat, or has caused actual damage, to any persons or property at the Facility or to any of the Equipment at the Facility, or the operating capability of the Access Provider's Equipment, the Access Seeker's Equipment or third party Equipment in a material way. Such events include, but are not limited to, fire, electrical malfunction, and structural damage. It also includes an unscheduled Outage which has or is likely to have a significant impact on a party's Network.

Emergency Services has a meaning set out in Schedule 1.

Emergency Work means work required in response to an Emergency Event in order to protect or restore any Equipment the Facility or the operating capability of Equipment.

End User means the ultimate recipient of a service.

Equipment means equipment that is owned or used by a person and used or designed for use for the supply of a telecommunications service by means of radiocommunications or any other means and includes:

- (a) antennae, microwave dishes or satellite dishes of less than 2.5 meters in diameter;
- (b) associated transmission equipment, power plant (including standby power), and air conditioning plant;
- (c) associated feeders, waveguides and waveguide pressuring equipment;
- (d) cabling and cabling works;
- (e) prefabricated modules, risers or other structures housing any of the above;
- (f) cable gantries;
- (g) lines, joints/splices and such other ancillary equipment as necessary to support the use of a line which may be housed in pits or manholes where suitable space is available or as agreed between the parties;
- (h) towers, masts, poles, antennae mountings and other similar structures which bear or are capable of bearing items noted in paragraph (a) –(g); and
- (i) such other ancillary equipment as maybe agreed by the parties from time to time.

Equipment Shelter means a building or other structure constructed or installed by a party to house Equipment.

Estimated Implementation Date has the meaning given to it in paragraph 2.3 of Schedule 5.

Expected RFS Date means the date at which Batelco expects the service to be ready for service as indicated in the notice of Expected RFT and RFS Dates. The Expected RFS Date must be set no later than the Maximum Delivery Date.

The RFT Date may be modified at a later stage if Batelco or the OLO is not able to meet it.

Expected RFT Date means the date at which Batelco expects the service to be ready for test as indicated in the notice of Expected RFT and RFS Dates. The Expected RFT Date must precede the Expected RFS Date by a period of time equal to the Maximum Validation Time.

The RFT Date may be modified at a later stage if Batelco or the OLO is not able to meet it.

Facility means a:

- (a) Tower;
- (b) Radiocommunications Site;
- (c) local exchange;
- (d) cable station;
- (e) earth station;
- (f) power room;
- (g) riser room,

as the context requires, which has already been constructed and is owned by the Access Provider at the time a Facilities Access Application is made.

Facilities Access Application means a request by an Access Seeker to share a Facility and which must include the information specified in Schedule 7 and be in the form supplied by the Access Provider from time to time.

Facility Access Technical Manual means the manual published from time to time by the Access Provider which sets out the technical and operational matters relating to access to Facilities including:

- (a) technical specifications of Facilities or Facility types;
- (b) procedures for obtaining physical access to Facilities; and

- (c) modes or methods of sharing Facilities and technical speculations (such as subducting).

Facility Lease means a Lease or other right of occupation, which is substantially in the form attached in Attachment 1 to Schedule 7, and granted to the Access Seeker in relation to a Facility owned by the Access Provider which permits the Access Seeker to install, use and maintain its Equipment on or in the Facility pursuant to this Schedule.

Facility Sub-Lease means the grant of part of the rights in respect of a Lease or other right of occupation including but not limited to a license to occupy, which is substantially in the form attached in Attachment 2 to Schedule 7, and granted to the Access Seeker in relation to a Facility leased, licensed or controlled by the Access Provider which permits that Access Seeker to install, use and maintain its Equipment on or in the Facility pursuant to a Site Agreement.

Fault has the meaning given to it in Schedule 6.

Fault Acknowledgment Time means the Service Level for the timely acknowledgement of a fault reported by the OLO.

Field Study means the study to be undertaken by the Access Provider under paragraph 7 of Schedule 7 which includes but is not limited to:

- (a) confirmation of the Access Seeker's Facilities Access Application or seeking an explanation of any variation to it;
- (b) 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;
- (c) the estimated Access Charges for Make Ready Work; and
- (d) the time required to deliver access, after being ordered.

Forecast means a party's best estimate of one or more future events or circumstances.

Forecasting Procedures means the procedures set out in clause 19 of the Supply Terms.

Force Majeure Event means any event outside the reasonable control of the party affected, including without limitation, an act of God, an industrial dispute of any kind, a war declared or undeclared, military operations, an act or threat of terrorism, a blockage, a civil disturbance, lightning, fire, earthquake, storm, flood, explosion, weather of exceptional severity, interruption or failure of utility service (including but not limited to electric power, gas and water), national or local emergency, meteor, or acts or omissions of persons for whom that party is not responsible.

General Dispute has the meaning set out in the Supply Terms.

GSM Number means a telephone number connected to a GSM Network used in accordance with the Bahrain Numbering Plan.

GSM Network means a mobile telephone Network within Bahrain used and accessible by the public providing switching and transmission facilities using digital techniques defined as GSM by the European Technical Standards Institute.

INMARSAT Call means a call initiated by the Calling Party carried by means of the International Maritime Satellite service at any point in its path.

Indemnifying Party means the party giving an indemnity under the Supply Terms.

Insolvent means the state of affairs where a company's business has fallen into disruption and it has suspended payment of its commercial debts

Intellectual Property Rights means all rights conferred under statute, common law and equity in and in respect of intellectual property rights, including without limitation trade marks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets, whether registered or not, and all rights and interests in them whether vested or contingent or licenses to use any of them.

Intended Use has the meaning given to it in paragraph 6(a) of Schedule 7.

Interconnection and Access Services means the services described in Schedule 1 being:

- (a) either as an Access Service or an Interconnection Service; or

(b) a Service Batelco is required to provide under a License.

Interconnection Services means those services described in Schedule 1 which relate to the Reference Interconnection Offer.

Intermediate Case means a project for which the implementation of a New Service requires some additions to or modifications of the Requested Party's existing network features and services and/or may involve some moderate systems development and work with external suppliers and/or has a minor impact and/or requires minor interaction or negotiation with another Licensed Operator.

Interest Rate means LIBOR plus 3%

Internet Network means a public network that uses the TCP/IP protocol suite and other Internet protocols that allows traffic using the loose source and record route IP option to enable troubleshooting of network routing protocols and configurations.

Joint Working Manual means the operations and procedures manual incorporated into the Supply Terms by clause 1.3 of these terms.

Lease means the lease, license or other contractual right of use or occupation, including any renewal, or option under such a lease and "leased" has a similar meaning.

Lessor means the owner of Premises or the Facility or a party with the power or right to grant a right of occupation to Premises or the Facility.

Liable Party has the meaning set out in clause 17.13 of the Supply Terms.

License means an individual license issued under sections 25 and 29 of the Telecommunications Law and Licensed has a corresponding meaning (except where Batelco enters a Supply Terms with a party which does not have an individual license, in which case it means the license issued to that party).

Licensed Operator means a party who has been issued with an individual license under sections 25 and 29 of the Telecommunications Law to provide telecommunications services (except where Batelco enters a Supply Terms with a Licensed Operator which does not have an individual license, in which case it means that party).

Licensed Operator Switch Connection means the exchange nominated by the Licensed Operator for the interconnection of the Licensed Operator's Network with that of Batelco.

Make Ready Work means the work that is reasonably necessary to make a Facility ready for Equipment installation by the Access Seeker which may include (but is not limited to):

- (a) structural analysis;
- (b) strengthening, modifying or augmenting a Tower necessarily and proportionally required to condition the Tower to bear the wind and weight loading directly added by the Access Seeker's Equipment;
- (c) constructing, installing or modifying head frames, cable risers, cable trays and other Tower fittings required to house the Equipment of the parties on the Tower;
- (d) where the Tower is a replacement Tower, removing the Tower if required;
- (e) constructing a New Facility or replacement Tower, including all design, approval and construction work and the doing of relevant things lawfully required by the Regulator;
- (f) rearranging Equipment;
- (g) the provision of temporary facilities to accommodate Equipment;
- (h) installing or extending cable trays or other works to house the Access Seeker's lines,

cables and/or any Equipment; and
- (i) any other matters specified by the parties from time to time.

Material Breach means any material breach of the Supply Terms, including without limitation:

- (a) failure to pay any invoiced or billed Charge or other sum for any Service for a material period of time; or

- (b) failure to provide or maintain any Security required under clause 20 of the Supply Terms.

Maximum Delivery Date means the last working day after which the Maximum Delivery Time lapses.

Maximum Delivery Time means the maximum time within which Batelco must set the Expected RFS Date in the notice of Expected RFT and RFS Dates. The Maximum Delivery Time may differ according to the type of Service Request and/or the availability of access line/access ducts.

The Maximum Delivery Time starts at Accepted Service Request.

Maximum Fault Acknowledgment Time means the maximum Actual Fault Acknowledgment Time that Batelco should meet at all times.

Maximum Monthly Penalty Cap means the maximum Penalties for Restoration Time the OLO is entitled to for a specific Connection, on a monthly basis, as a result of Batelco not meeting the Maximum Restoration Time.

Maximum Response Time means the maximum Actual Response Time that Batelco should meet at all times.

Maximum Restoration Time means the maximum Actual Restoration Time after which Batelco is subject to Penalties for Restoration Time.

Maximum RFS Date means the last day on which the OLO may receive the RFS Certificate, after which Batelco is subject to Penalties for RFS Date.

The Maximum RFS Date may be modified under specific conditions as detailed in this service description.

Maximum Time for Service Request Acknowledgment means the maximum Actual Time for Service Request Acknowledgement that Batelco should meet at all times.

Maximum Time for Service Request Confirmation means the maximum Actual Time for Service Request Confirmation after which, absent formal notice from Batelco, the Service Request is deemed to have been accepted by Batelco.

Maximum Validation Time means the maximum Actual Validation Time after which, absent formal notice from the OLO, Batelco may issue the RFS Certificate.

Migration Request means a Service Request for changing the end user address of an existing Connection, requiring disconnection and reconnection of the Connection end point. A “hot migration” happens when the Connection is not disrupted and a “cold migration” when the Connection can be disrupted.

Minimum Term has a meaning given to it by clause 2.2 of the Supply Terms.

Mobile Network means:

- (a) a GSM Network; or
- (b) a mobile telephone network used and accessible by the public provider of switching and transmission facilities using digital technologies as defined in a globally accepted standard which the Licensed Operator is permitted to use by its License.

Mobile Number means a Mobile Number connected to a Mobile Network in accordance with the Bahrain Numbering Plan.

Mobile Telephone Call means a call for the carriage of communications at 3.1 kHz bandwidth by means of a GSM Network, or, where the context so requires, any other Mobile Network, using SS7 Signaling.

Network means a public telecommunications network or system of a party, which is used or intended to be used for telecommunications services supplied under the party's License.

New Connection Request means a Service Request for establishing a new Connection.

New Service means a service relating to the interconnection of the parties' respective Networks or a service relating to the access to one party's Network or services by the other (including any commercial services required to facilitate that interconnection or access) that is:

- (a) currently provided under the Reference Offer but has not previously been

supplied to the Access Seeker pursuant to the Supply Terms or any other agreement between the Access Provider and Access Seeker; or

- (b) not currently provided or able to be provided under the Reference Offer and has not previously been supplied pursuant to the Supply Terms or any other agreement between the Access Provider and Access Seeker.

New Service Request means a request for a New Service submitted by a party in accordance with clause 7 of the Reference Offer.

Notification of Expected RFT and RFS Dates means the Service Level for the timely notification of the Expected RFT Date, the Expected RFS Date, the Maximum RFS Date, the Maximum Delivery Time, and the Maximum Delivery Date to the OLO.

Offered Service means a service relating to the interconnection of the parties' respective Networks (including any commercial services required to facilitate that interconnection) that is currently provided under the Reference Interconnection Offer or subsequent reference interconnection offers published by Batelco pursuant to section 57(b) of the Telecommunications Law and approved by the Regulator, but has not previously been supplied pursuant to the Supply Terms, as they may be amended or varied from time to time, or any other agreement between the Access Provider and Access Seeker;

OLO means other Licensed Operator;

Ongoing Access Fee means the ongoing payment by the Access Seeker for access to a Facility as specified in Schedule 7.

Order means; in relation to a request for access to a Facility, an order in writing in the form advised from time to time by the Access Provider made by a Access Seeker for access to a Facility of the Access Provider where the Access Provider is performing Make Ready Work and means, in relation to any other Service, an Order required by clause 3.4 of the Supply Terms.

Order Response means a written response to an Order.

Outages mean that period during which a party's Equipment in a Shared Facility is temporarily decommissioned or not operating.

Penalties for Notification of Expected RFT and RFS Dates means the penalties due by Batelco for not meeting the Maximum Time for Notification of Expected RFT and RFS Dates.

Penalties for Restoration Time means the penalties due by Batelco for not meeting the Maximum Restoration Time.

Penalties for RFS Date means the penalties due by Batelco for not meeting the Maximum RFS Date

People means directors, officers, employees, agents, contractors, advisors and representatives other than that party's customers who act as end users of services provided by means of the Services.

Point of Interconnection or **POI** has the meaning set out in the Joint Working Manual.

PMTS Facility means a Tower or Radiocommunications Site primarily used or designed for use to supply public mobile telecommunication services.

Preliminary Information means the Information Batelco reasonably requires to process a Service Request as set out in the Joint Working Manual.

Premises means the real property on which a Facility is located.

Property means any equipment, facility, plant or other property used by a party under these Supply Terms.

PSTN Number means a telephone number connected to a Public Switched Telephone Network used in accordance with the Bahrain Numbering Plan.

Public Internet Protocols means the following:

- (a) Hyper Text Transfer Protocol (HTTP);
- (b) File Transfer Protocol (FTP);
- (c) Simple Message Transfer Protocol (SMTP);
- (d) Secure HTTP; and

- (e) such other Internet protocols as the parties may agree from time to time, provided that such protocols are consistent with any BIX Rules.

Public Switched Telephone Network (PSTN) means a fixed telephone network within the Kingdom of Bahrain accessible by the public providing switching and transmission facilities using analogue and digital techniques.

QoS Parameters means the set of technical parameters, which the Connection has to meet to be considered available. N.B. OLO may only report a fault if a Connection is not performing according to the QoS Parameters.

Radiocommunications Site means land or a building or structure on land which is owned, maintained or operated by the Access Provider on which a Tower is located.

Reconfiguration Request means a Service Request for reconfiguring the technical parameters of an existing Connection.

Reference Access Offer means that part of the Reference Offer identified by Batelco from time to time as being the offer required by Section 57(e) of the Telecommunications Law.

Reference Interconnection Offer means that part of the Reference Offer which is the reference interconnection offer published by Batelco pursuant to Section 57(a) of the Telecommunications Law and approved by the Regulator as at the date of the formation of the Supply Agreement for the provision by it of Interconnection Services.

Reference Offer means the document [published by Batelco on [May] 2019] as a reference offer to include an offer required under the Telecommunications Law, as the document may be varied or amended from time to time.

Regulator means the Telecommunications Regulatory Authority of the Kingdom of Bahrain.

Regulated Service means:

- (a) an Interconnection Service; or
- (b) an Access Service.

Regulatory Event means:

- (a) an amendment of or change in any applicable law;
- (b) the grant of an injunction against a party in respect of a breach or alleged contravention of an applicable law;
- (c) the making of a determination or direction by, or an omission of, a competent authority; or
- (d) where a party reasonably believes that any event described in (a), (b) or (c) will occur.

Related Corporation means in relation to a company, a subsidiary, a holding company or a subsidiary of a holding company and in its context a subsidiary means a company in which the first mentioned company holds a majority of stock or holds the right to appoint a majority of the board.

Requesting Licensed Operator means a Licensed Operator who submits a Service Request under the Reference Offer.

Response Time means the Service Level for the timely start of troubleshooting of a fault.

Restoration Time means the Service Level for the timely restoration of a Connection affected by a fault.

RFS Certificate means the certificate issued by Batelco to the OLO to confirm that:

- (a) the connection has been provisioned and tested by Batelco;
- (b) the connection is properly registered in all of Batelco's systems (e.g. OSS/BSS, service level monitoring platform, fault reporting system etc.);
- (c) the connection has been validated by the OLO (or deemed to have been validated by the OLO if the Maximum Validation Time has lapsed); and
- (d) the connection is ready for service and the OLO will be invoiced accordingly.

Security means any security reasonably required by Batelco in accordance with Schedule 2 of the Reference Offer or clause 20 of the Supply Terms. The form of security may include

a bank guarantee, a letter of credit, security over a bank deposit or a parent company guarantee, at the Licensed Operator's absolute discretion, provided that the form of security selected is acceptable to Batelco, such acceptance not to be unreasonably withheld or delayed.

Service means each Interconnection Service, each Access Service and each Wholesale Service.

Service Description means the description, terms and procedures and other matters relevant to a Service and which is set out in Schedule 1.

Service Level means, if any, the minimum quality of service standards applicable to a particular Service described in the Service Description for that Service.

Service Level for RFS Date means the Service Level for the timely issuance of the RFS Certificate to the OLO.

Service Level Penalties means the set of defined penalties expressed in Service Credits which are due by Batelco for not having met Service Level Terms.

Service Rebate means, if any, the rebate payable by the Access Provider to the Access Seeker for a failure to meet a Service Level in relation to a Service as described in the applicable Service Description.

Service Request means a formal request for a service of the [] product. Service Requests include New Connection Requests, Transfer Requests, Upgrade/Downgrade Requests, Migration Request, Reconfiguration Requests, and Cancellation Requests.

Service Request Acknowledgment means the Service Level for the timely acknowledgment of a Service Request sent by an OLO.

Service Request Confirmation means the Service Level for the timely acceptance or rejection of a Service Request sent by an OLO.

Service Request Form means the form used by an OLO to request a service for the [] product.

Statement of Requirements means a formal description of a New Service, addressing in detail the technical and functional characteristics and commercial terms relating to its supply as agreed by the parties pursuant to clause 7 of the Reference Offer.

Service Request means:

- (a) in relation to Interconnection and Access Services, a request submitted by the Licensed Operator which conforms with the requirements of Schedule 2; and
- (b) in relation to Wholesale Services, a request submitted by the Licensed Operator which complies with the requirements of Schedule 2 and any other additional requirements posted on the Batelco Carrier Services Web Site.

Service Request Acceptance has a meaning set out in Paragraph 8 of Schedule 2;

Shared Facility means a Facility (including any replacement Tower) which the parties have agreed to share pursuant to this Schedule. A Facility becomes a Shared Facility from the date on which a Facilities Access Application is accepted or such other date as the parties agree.

Simple Case means a project for the implementation of a New Service which uses the Requested Party's existing network features and services, can be activated using the requested party's existing operational systems and procedures and does not require any consultation with any external supplier and does not require any interaction or negotiation with, and has no impact on, any other Licensed Operator.

SS7 Signaling is signaling in accordance with the Supply Terms.

Statement Error means an error in the calculation of a Charge, such as an error in the addition of Charges, the duplication of Charges or charging for Services which were not provided.

Supply Agreement means an agreement between Batelco and a Licensed Operator for the supply of Interconnection Services, Access Services and Wholesale Services, as the case may be comprising the Supply Terms and the Schedules, Attachments, Annexures and materials incorporated into it or as may have been agreed otherwise by the parties.

Supply Terms means:

- (a) in relation to the Reference Interconnection Offer, the terms set out in Schedule 9 to the Reference Offer; and
- (b) in any other context, means the terms and conditions of a Supply Agreement.

Suspension Event means:

- (a) the Access Seeker has failed to pay monies owing under the Supply Terms, a Facility Lease or a Facility Sub-Lease; or
- (b) the Access Seeker breaches any other material obligation under the Supply Terms, a Facility Lease or a Facility Sub-Lease.

Suspending Party has the meaning set out in clause 13.1 of the Supply Terms.

Switchports means a 2Mbit/s trunk connection to an exchange to support interconnection comprising 31 time slots used for speech or signaling information and time slot 0 used for synchronization.

TCP/IP means transmission control Protocol/Internet Protocol in general use in accordance with good practice.

Telecommunications Law means the Legislative Decree No. 48 of 2002 with respect to Telecommunications in the Kingdom of Bahrain.

Telecommunications License has the meaning given to it in the Telecommunications Law.

Third Party Regulatory Approvals has the meaning set out in paragraph 13.1 of Schedule 7.

Tower means the towers, poles, masts or similar structures and facilities used in the supply of a telecommunications service by means of radiocommunications or any other means and owned, maintained or operated by the Access Provider.

Tower Access means access to a Tower.

Transfer Request means a Service Request for transferring an existing connection from one operator to another operator. For the avoidance of doubt, the existing connection may be provided by Batelco retail and transferred to an OLO.

Unreasonable Forecast means a Forecast where the Access Provider has reasonable grounds to believe:

- (a) that the work the Access Provider would be required to carry out based on that Forecast is not reasonably achievable within the delivery periods contemplated under this Schedule; or
- (b) it is excessive or insufficient based on previous Forecasts provided by the Access Seeker as compared to Facilities Access Applications or Orders lodged in respect of the relevant forecast period.

Upgrade/Downgrade Request means a Service Request for upgrading /downgrading the speed of an existing Connection.

Wholesale Services means any of the services described in Schedule 1 other than a Regulated Service.

Working Day means any day other than a Friday, Saturday or public holiday in the Kingdom of Bahrain.

PART 2 – RULES OF INTERPRETATION AND CONSTRUCTION

1. INTERPRETATION

Unless otherwise specified:

- (a) singular includes the plural and viceversa;
- (b) different grammatical forms of the same word have the corresponding meaning;
- (c) words of inclusion are not words of limitation;
- (d) the expression “person” includes a reference to a person, firm, corporation or other legal entity;
- (e) references to either party shall include its legitimate successors or assigns;
- (f) a reference to a Part, Schedule, Clause, Annexure or Attachment is a reference to a part, schedule, clause, annexure or attachment forming part of the Reference Offer or the Supply Agreement between Batelco and a Licensed Operator, as the case may be;
- (g) headings are used for convenience only and do not affect interpretation.