



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority

An Access Order Relating to the Local Loop Unbundling and Ancillary Services Terms and Conditions in the Reference Offer of the Bahrain Telecommunications Company B.S.C. (“Batelco”)

LLU Reference Offer Order

05 May 2011

Reference: MCD/05/11/055

Version with Annex A (pricing only) and Annex B

Purpose: to set the terms and conditions and charges of Batelco’s Local Loop Unbundling and ancillary services.

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LIST OF ACRONYMS USED

APM	Accounting Procedures Manual
AGCOM	Italian NRA
The Authority	The Telecommunications Regulatory Authority of the Kingdom of Bahrain
Batelco	Bahrain Telecommunications Company B.S.C
BD	Bahraini Dinar
BSN	Base Station Node
CAPEX	Capital Expenditure
CAT	Customer Access Tail
CLTQS	Centralized Line Testing and Pre-Qualification Solution
CPR	Central Population Register
CSI	Customer Sited Interconnection
DP	Distribution Point
EPMU	Equi-Proportionate Mark-up
ETSI	European Technical Standards Institute
FAC	Fully Allocated Cost
G1	Grade 1 staff - Batelco classification
GCC Countries	Gulf Cooperation Council Countries
HDF	Handover Distribution Frame
ISC	Interconnect Specific Charge
ISI	In-Span Interconnection
ISP	Internet Service Provider
Kbps	Kilobits per second
KPI	Key Performance Indicator
LCT	Line Continuity Test
LLCO	Local Leased Circuit for OLOs
LLU	Local Loop Unbundling

LLU SD	Local Loop Unbundling Service Description
LLU RO	Local Loop Unbundling Reference Offer
LPQM	Line Plant Query Manager
LRIC	Long Run Incremental Cost
MB	Mega Bytes
Mbps	Megabits per second
MDF	Main Distribution Frame
MPF	Metallic Path Facility
MPLS	Multi-Protocol Label Switching
MSAN	Multi-Service Access Node
NGN	Next General Network
NRA	National Regulatory Authority
OLO	Other Licensed Operator
OFCOM	The Office of Communications (telecommunications regulator in the UK)
Ofgem	The Office of the Gas and Electricity Markets in the UK
POP	Point of Presence
RAN	Radio Access Network
RAO	Reference Access Offer
RIO	Reference Interconnect Offer
RO	Batelco's approved Reference Offer
SHDSL	Symmetrical High-speed Digital Subscriber Line
SNFM	Service Node Facilities Management
TRA	See definition of the Authority
UC	Un-attributable Costs
UMP	Unbundled Metallic Path
UMP SD	Unbundled Metallic Path Service Description
UMPB	Unbundled Metallic Path Backhaul
UMPB SD	Unbundled Metallic Path Backhaul Service Description

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UMPL	Unbundled Metallic Path Line
USO	Has the same meaning as defined for “Universal Services” in the Telecommunications Law
WACC	Weighted Average Cost of Capital
WPNIA	Wholesale Physical Network Infrastructure Access market
WSDL	Wholesale Digital Subscriber Line

REFERENCE OFFER ORDER

1. Pursuant to:
 - a. The exercise of the Telecommunication Regulatory Authority's ("**the Authority**") powers under Article 3(c) (1), 57(b) and 57(e) of the Legislative Decree No. 48 for the year 2002 promulgating the Telecommunications Law, and Articles 2,3,4,5 and 6 of the Access Regulation issued on 30 April 2005 ("**Access Regulation**").
 - b. The Access Order 1 of 2009, issued on 14 September 2009 relating to the Local Loop Unbundling, Bitstream and Wholesale DSL pursuant to the Access Regulation.
 - c. The Dominance Determination 1 of 2009, a Dominance Determination in Wholesale Broadband Markets issued on 14 September 2009.
 - d. The legal basis and reasons set out in **Annex A** to this Order.

2. The Authority hereby orders Batelco the following:
 - a. To implement the Local Loop Unbundling ("**LLU**") and ancillary services terms and conditions as indicated in Annex B to this Order;
 - b. To apply the LLU and ancillary services charges as detailed in Annex A to this Order;
 - c. To launch LLU using manual processes compliant with Batelco's obligation to publish Key Performance Indicators ("**KPIs**");
 - d. To develop an automated IT solution once the requirements for such system have been identified by the industry and approved by the Authority.

Compliance

3. Batelco shall comply with the provisions of this Order. Failure to comply with the terms of this Order may constitute a material breach of the Telecommunications Law, Batelco's Licences, the Access Regulation, Access Order No 1 of 2009 and may consequently be subject to enforcement actions pursuant to the relevant articles of the Telecommunications Law.
4. The Annexes to this Order form an integral part of it.
5. The Authority will keep monitoring the performance of LLU and reserves the right to review and amend the service descriptions, including service levels and rebates, as deemed necessary, at a later stage throughout the commercial operation of the services. As a new service, it is likely that the LLU service descriptions will require amendment and adjustment to ensure that the service functions adequately. In the interest of expediency, there are also a number of elements identified by the Authority that have not been addressed in this Order but that the Authority intends to review.

Entry into force

6. This Order and related obligations are effective on the date of its issuance. In accordance with the implementation timetable set out in Access Order 1 of 2009 the commercial launch of LLU shall be no later than 14 days from Commercial launch of LLU. Given that the 14th day following this Order will fall on a weekend, for the avoidance of confusion, the Authority orders that the Commercial Launch shall be no later than the next working day, which is Sunday 22 May 2011.
7. This Order is without prejudice to any further orders, regulations and determinations that the Authority may consider necessary pursuant to its powers and duties under the Telecommunications Law.

Other obligations

8. The following obligations arising from Access Order 1 of 2009 that are relevant for this Order remain effective and form part of this Order:
 - (a) The implementation timetable, in accordance to paragraph 1.3 of Annex A to Access Order 1 of 2009.
 - (b) The Initial Collocation Process, In accordance with article 4.8 of Annex A of Access Order 1 of 2009.
 - (c) Publish the amended list of KPIs included in Annex. The quarterly report on KPIs should be published on Batelco's website no later than 5 working days from the end of the relevant calendar quarter. Batelco shall submit at the same time the underlying data used in the calculations of KPIs to the Authority. The list of KPIs has been amended in order to track Batelco's performance against the timelines set in each service description. This will also allow the Authority to refine the timelines based on empirical evidence. The Authority may amend those KPIs from time to time as deemed appropriate.

Signed on **05 May 2011**



Dr Mohammed Al Amer
Chairman of the Board of Directors
and Acting General Director
Telecommunications Regulatory Authority
Manama, Kingdom of Bahrain

Annex A

LEGAL BASIS AND REASONING

This final Order follows the same structure as the Draft Order issued on 1 November 2010(Ref: MCD/10/10/097). It includes the original text of the Draft Order with minor amendments. A summary of the points raised by Batelco is provided along with the Authority's analysis and conclusions. Sections 3 and 4 of this Annex cover other general comments raised by Batelco and specific points raised in Annex D of its submission.

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ANNEX A: LEGAL REASONING

Follow are the Prices Ordered by the Authority. The remainder of the reasoning and Annex A will be updates as soon as the non-confidential version is ready for publication.

	Charge proposed by Batelco	Fair and reasonable and non-discriminatory charge ordered by the Authority	Charge basis	Reasons for change
UMPL Connection and Cessation Charges	BD 41.350	BD 25.550	Per event	Reduction of the tasks durations
UMPL Survey Charge	BD 300	Deleted	Per event	Not Justified
UMPL Line Continuity Charge	BD 22.100	BD 11.900	Per event	Reduction of the tasks durations
Reject, Reversal, Withdrawal Charge	BD 7	BD 5	Per event	Reduction of the tasks durations
UMPL Rental	BD 6.090	BD 4.090	Per line per month	FAC accounts review
UMPL Rental (premium repair)	UMPL Rental + 60%	UMPL Rental + 60%	Per line per month	UMPL Rental (premium repair)
SNFM Order and Cessation Charges	BD 19.250	BD 13.650	Per event	Reduction of the tasks durations
License fee – Co-mingling	BD 350	BD 350	Per rack per month	In line
License fee – First Dedicated rack	BD 1050	BD 1050	for the first rack per month	In line
License fee – Supp. Dedicated rack	BD 350	BD 350	for each supp. rack per month	In line
License fee – Shelter	BD 25	BD 25	per square metre per month	In line
Security ID Cards Charge	BD 2	BD 2	per ID Card per month	In line
Escorted planned normal working hours	BD 21	BD 21	per hour	In line

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ANNEX A: LEGAL REASONING

	Charge proposed by Batelco	Fair and reasonable and non-discriminatory charge ordered by the Authority	Charge basis	Reasons for change
Escorted planned outside working hours	BD 31	BD 29	per hour	Reduction of the premium for outside working hours
Escorted unplanned normal working hours	BD 62	BD 30	per hour	Reduction of the premium for unplanned access
Escorted unplanned outside working hours	BD 93	BD 41	per hour	Reduction of the premium for outside working hours and for unplanned access
Reject, Reversal, Withdrawal Charge	BD 7	BD 5	per event	Reduction of the tasks durations
Additional Power Charge	BD 70	BD 70	per kW and per year	In line
HDF Block Rental	BD 48	BD 5	per month	Explained in reasoning
Tie Cable Joint & Cease Charge	BD 841	BD 126	per event	Reduction of the tasks durations
Tie Cable rental charge	BD 37	BD 25	per cable per month	Explained in reasoning
Tie Cable Duct charge (for Distant OLO Space only) – Setup charge	Time and material basis (as specified in Schedule 3 Annex 1)	BD 0.756	per event	Tie Cable and Duct setup and rental charges were combined and have been separated for clarity reason
Tie Cable Duct charge (for Distant OLO Space only) – Rental charge	Time and material specified under sch 3 annex 1 plus monthly duct rental charge sch 3 2-3.9	Monthly duct rental charge Schedule 3 2-3.9 + 300% premium	per cable per month	Tie Cable and Duct setup and rental charges were combined and have been separated for clarity reason
Specific information request	BD 336	BD 336	per event	In line
Help Desk line	BD 0.350	Free	per minute	Explained in reasoning
Service Node make ready for LLU	Time an material	Time and material	Per Service Node	In line
Wrongful Repair Charge	Time and material basis (as specified in Schedule 3 Annex 1)	Time and material basis (as specified in Schedule 3 Annex 1)	Per wrongful repair request	In line

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**



Annex B

**LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES TERMS
(Clean Version)**

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

Unbundled Metallic Path Service Description

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

SERVICE DESCRIPTION 2-A: UNBUNDLED METALLIC PATH SERVICE

1. THE SERVICE

The UMP Service is an access service which provides the OLO the full useable spectrum of a dedicated metallic path to an end user. Whilst Batelco does not deploy pair gain systems on its Network the removal of pair gain Equipment does not form part of the UMP Service.

A technical description of the metallic path is available in Annex 4 of this Service Description, for illustrative purposes only. Where there are discrepancies, the text in this Service Description will prevail.

Available To: Holders of an Individual National Fixed Services License (NFL) or an Internet Service Provider Class License (ISP) granted by the Telecommunications Regulatory Authority.

Traffic: Traffic permitted by the licenses held by the OLO.

2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary of the Supply Terms. Terms defined in this Service Description are specific to it.

ANFP means Batelco's Access Network Frequency Plan which is a spectrum management plan for controlling interference, caused by cross talk, within a metallic access network as reviewed and amended from time to time.

Batelco Service Node (BSN) means a Batelco exchange building specified in the list issued by Batelco pursuant to paragraph 3.2 Annex A ("Implementation") of Access Order No.1 of 2009.

Blocks means those blocks in 100 pair units installed either on the MDF or HDF forming part of the UMP Service.

Blocks and Tie Cables Delivery Rebate Cap means 200% of the monthly HDF Block Rental Charge or monthly Tie Cable Rental Charge where applicable.

Blocks and Tie Cables Validation Rebate Cap means 200% of the monthly HDF Block Rental Charge or monthly Tie Cable Rental Charge where applicable.

CLTQS means Batelco's centralized line testing and pre-qualification solution

Covered Failure means an actual or suspected failure in the UMPL.

DP means a Distribution Point.

End User Consent means the written consent of an End User duly completed and signed to receive a service by means of amongst other components a UMP Service supplied to the OLO in accordance with a **UMP Request**, which consent is provided to Batelco by or on behalf of the End User. For the avoidance of doubt the End User Consent can be in the form

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TERMS (Clean version)**

of the terms and conditions signed by the customer when requesting a service from the OLO.

End User Management means all aspects of interface with the customer product support and billing of the End User by the OLO in relation to each End User contracting with the OLO for using the UMP Service and all customer support by the OLO in relation to maintenance issues related to the End User.

Fault means faults related to the provision of the Local Loop Unbundling Service.

Fault Management means Faults described in Schedule 6 of Batelco's Reference Offer.

Gaining Operator means an OLO who presents Batelco a UMP Request.

HDF means Batelco provided handover distribution frame for the connection of a Tie Cable.

HDF Block Service Credit means, in relation to a single Service Credit, that amount represented by five per cent (5%) of the monthly rental charges for the HDF Block.

Infrastructure Availability means in accordance with paragraph 4.1 (b) for non-active UMPLs Batelco carries out a physical survey of the availability of the UMPL between the DP and the MDF.

Implementation Date means the target date by which Batelco shall complete an UMP Request.

Line Continuity means a tone test carried out by Batelco from time to time in relation to the UMPL:

- For active lines: between the HDF and the line side of the MDF; and
- For non-active lines: between the HDF and the relevant Network Boundary (passing through the relevant street cabinet) except in case of Distant collocation where the test is completed from the MDF.

Losing Operator means an OLO whose End User is subject to a UMP Request given to Batelco by a Gaining Operator.

LPQM means Batelco's line plant query manager giving the theoretical distance and broadband performance on the basis of the address of the End-user.

Response Time means Batelco's Response Times in respect of each Covered Failure.

Restoration Time means Batelco's Restoration Times in respect of each Covered Failure.

MDF means the Batelco owned main distribution frame in a BSN enabling provision of a UMP.

MP means metallic path.

Network Boundary means the Batelco distribution point at customer premises contemplated by Batelco's fixed services license.

NTP means Network Termination Point.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

Order means a written request by the OLO for Blocks and Tie Cables in a form issued or approved by Batelco from time to time.

Response Rebate Cap means 40% of the monthly rental Charges for the UMPL (8 UMP Service Credits).

Restoration Rebate Cap means 800% of the monthly rental Charges for the UMPL (160 UMP Service Credits).

SNFM Service means the Service Node Facilities Management Service used in conjunction with this service description as specified in service description 2-B of the Reference Offer.

Service Qualification means the analysis carried out by Batelco to confirm whether a UMP service can be provided on the Batelco network by checking:

- (a) Line Continuity; and/or
- (b) Infrastructure Availability; and/or
- (c) CLTQS (active UMPLs) or LPQM (non-active UMPL) on an information only basis.

Threshold Response Time means, in relation to a Covered Failure, the threshold response times set out in paragraph 7.2.

Threshold Restoration Time means, in relation to a Covered Failure, the threshold restoration times set out in paragraph 7.2.

Tie Cable means a cable connecting the UMP from the MDF to the HDF provided by Batelco.

UMP means an existing two wire metallic path connection between the HDF and the Network Boundary comprising a UMPL, jumper cable connecting the UMPL and the Tie Cable, and Tie Cable connecting the MDF with the HDF together with Blocks for the HDF and MDF.

UMP Cease Request means a request by an End User to Batelco or the OLO on the request of the End User to reverse a UMP Request as described in the UMP Request process set out in Annexure 1 to this Service Schedule.

UMP Invalid Transfer means a UMP Transfer:

- (a) where the End User (or its/her/his agent) did not request the services that the OLO has made a UMP Service Request in order to supply to the End User;
- (b) where a written End User Consent cannot be produced by the Gaining Operator on request by Batelco to support the UMP Request; or
- (c) which resulted from a processing error.

UMP Request means a UMP Service Request, a UMP Swap Request or UMP Cease Request, as the case may be.

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TERMS (Clean version)**

UMP Service Credit means, in relation to a single Service Credit, that amount represented by five per cent (5%) of the monthly rental charges for the UMPL.

UMP Service Request means the request by the OLO for a UMP Service relating to a proposed UMPL under paragraph 4.1(b) (non-active lines).

UMP Swap means on the request of the End User to Batelco or a Gaining Operator to Batelco or End User to the Gaining Operator for a change of an active UMP from Batelco to the OLO or from the OLO to Batelco or from a OLO to another OLO for the provision of services to an End User.

UMP Swap Request means a request from an OLO to make a UMP Swap.

UMP Transfer means a UMP Request by an OLO.

UMPL means an existing two wire metallic path connection between a Batelco MDF and the Network Boundary.

UMPL Delivery Rebate Cap means 200% of the monthly rental Charges for the UMPL.

UMPL Validation Rebate Cap means 200% of the monthly rental Charges for the UMPL.

Useable Pair means the copper wire connection to the End User as specified in paragraph 4.1.

Wrongful Repair Charge means charges for repairs as a result of a fault report lodged to Batelco by an OLO and such faults do not relate to the UMP Service.

3. SERVICE TERMS

- 3.1 Each party acknowledges this Service is conditional upon necessary space being prepared, accepted by the OLO and made ready in accordance with the SNFM Service.
- 3.2 Ownership of the UMP shall remain with Batelco. Without prejudicing the ability to resell licensed telecommunications services using the UMP, the OLO shall not assign, transfer or share their interest in or rights to the UMP.
- 3.3 Batelco will implement UMP Requests from the OLO and requests for configuration and provision of connections from other OLOs and from itself with respect to any UMPL in accordance with Batelco's non-discriminatory provisioning schedule by area.
- 3.4 Each UMP Service or UMP Swap Request shall be for a minimum period of 1 month from the activation date of the UMP Service. If Batelco receives a UMP Cease Request for that UMP on or before the end of the first month from the activation date then the OLO shall pay Batelco the UMP pro rata aggregate rental cancellation charges for the unexpired 1 month period.



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TERMS (Clean version)**

- 3.5 If Batelco terminates this service in whole or in part subject to the termination condition included in this SD, then each relevant UMP Service and SNFM Service will terminate.
- 3.6 If a regulatory obligation to support or supply any specific UMP Service no longer applies, Batelco may cease to supply the UMP Service to an OLO on 12 months prior written notice. The OLO will not request the UMP Service for any further End Users 6 months prior to end of the notice period unless commercially agreed between the parties. The OLO will also inform each existing End User that the UMP Service will terminate at the end of the 12 month period.
- 3.7 Where Batelco has reasonable objective grounds to consider that the OLO is in breach of an obligation consequent to the UMP Service, Batelco may, after notifying the Authority and obtaining the Authority's written approval:
- (a) suspend implementation by the OLO of the UMP Service and/or
 - (b) take any other step contemplated by the Supply Terms to protect Batelco's network or other interests.

4. END USER ACCESS

Useable Pairs

- 4.1 The OLO acknowledges that Batelco only supplies the UMP Service, subject to successful Service Qualification, where:
- (a) Batelco supplies operational telephone PSTN and ISDN or broadband services to the same End User over the same Useable Pair as may be used with the UMP Service by the OLO to provide services to the End User; or
 - (b) spare copper pairs exist between the MDF and Batelco's distribution point; and where there are no objective and justifiable technical, legal or operational grounds to prevent delivery by jumpering at the MDF, jumpering at the street cabinet and/or provision of a drop wire. Batelco will provide objective reasons justified in writing to OLOs at the time of Batelco's refusal. To the extent it applies similar treatment and processes to its retail End Users, Batelco shall provision an alternative UMPL if existing suitable spare pairs are available
- 4.2 For each UMP Request the OLO warrants that it has informed the End User that the installation and operation of the UMP Service may require changes to the placement of existing telecommunications devices or changes of equipment.
- 4.3 The OLO acknowledges that the UMP Service will allow the provisioning of services to End Users but the quality of such services will be subject to the variable conditions and characteristics of the Useable Pairs. Where the quality of service degradation or interruption of service arises in connection with the operational life span of the UMPL, Batelco is under no obligation to replace that UMPL except in cases where failure to do so would result in undue discrimination by Batelco between its retail business and the OLO.

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TERMS (Clean version)**

Maintenance and Non Discrimination

- 4.5 Batelco will provide network maintenance and support services to ensure that the UMP Service is provided to the OLO at the same level of quality of service and availability as Batelco provides to itself.

5. EQUIPMENT

- 5.1 The provision of a UMP Service or the implementation or transfer of the Service does not include the provision of any internal cabling or any customer premises equipment and only comprises the elements specified in this service description.

6. BLOCKS AND TIE CABLES

- 6.1 The OLO shall submit a correctly completed Order to Batelco to request supply of Blocks and Tie Cables in accordance with this Service Description. The Order shall be submitted in the form specified by Batelco from time to time.
- 6.2 To be valid, the Order shall be accompanied by reference information identifying the BSN to enable Batelco to implement the Blocks and Tie Cables Order.
- 6.3 Subject to Batelco obtaining all necessary consents and the OLO fulfilling all of its obligations under the Supply Terms in particular provisioning and installation of the relevant SNFM Service, Batelco will provide the OLO with the Blocks and Tie Cables as specified in the Order accepted by Batelco.
- 6.4 The OLO shall pay the relevant Charges for the Blocks and Tie Cables as specified in Schedule 3 of Batelco's Reference Offer.
- 6.5 At any time and subject to any obligations arising as a result of paragraph 3.4 above, following the successful completion of a Blocks and Tie Cables Request, the OLO may make a request to Batelco to cease the Blocks and Tie Cables service. In this case, the OLO shall pay the Tie Cable cease charge as specified in Schedule 3 of Batelco's Reference Offer.

7 CONNECTION

- 7.1 Batelco will use its reasonable endeavours to connect the UMP Service on or before the relevant Implementation Date which shall be dependent on the following timescales:

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TERMS (Clean version)**

- (a) The maximum validation time and delivery lead time for the installation for an Order or a UMP Request placed by the OLO and accepted by Batelco shall be as follows:

UMP Service component	Validation time between receipt of Order or UMP Service Request and (for UMP Service Requests) verification or (for Orders) acceptance or rejection	Delivery time from acceptance of UMP Request or Blocks and Tie Cables Order to implementation
UMPL	5 Working Days	10 Working Days
Blocks and Tie Cables	5 Working Days	20 Working Days

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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- (b) The Service Rebates for a failure to meet the maximum validation time and delivery lead time in the preceding paragraph are as follows:

Target	Rebate for each Working Day or part of a Working Day late
UMPL validation time	10 UMP Service Credits subject to the UMP Validation Rebate Cap (Equivalent to 50% of the UMP Rental charge)
UMPL delivery time	10 UMP Service Credits subject to the UMP Delivery Rebate Cap (Equivalent to 50% of the UMP Rental charge)
Blocks and Tie Cables validation time	10 HDF Block Service Credits subject to the Blocks and Tie Cables Validation Rebate Cap (Equivalent to 50% of the HDF Block Rental charge)
Blocks and Tie Cables delivery time	10 HDF Block Service Credits subject to the Blocks and Tie Cables Delivery Rebate Cap (Equivalent to 50% of the HDF Block Rental charge)

Batelco will notify the OLO when the connection has been effected in accordance with the UMP Request procedures set out in Annex 1 to this Service Description.

7.2 Fault response and repair



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- (a) Subject to (b) below, the OLO will, as soon as practicable and after becoming aware of a Fault with the UMP (between the HDF and the network boundary) or any other Covered Failure, notify Batelco of that Fault in accordance with the procedures for the reporting of faults set out in Schedule 6 (Fault Management) for the reporting of faults, Fault investigation and identification of the Fault Owner and Other Affected Party. In particular, the Fault should be raised at the level of Fault Control Centre which operates 24-hours a day, 7 days a week and all days in each year in accordance with article 3.1 of Schedule 6 (Fault Management) of Batelco's Reference Offer.
- (b) The OLO shall in particular use the UMPL Fault Management form.
- (c) Batelco shall adhere to the following Response Times and Restoration Times:

Fault type	Response Time between receipt of the Fault Management form and acceptance or rejection	Restoration Time from acceptance of the Fault Management form to notification of restoration	Threshold Response Time between receipt of the Fault Management form and acceptance or rejection	Threshold Restoration Time from acceptance of the Fault Management form to notification of restoration
Covered Failure standard	60 minutes	3 Working Days	90 minutes	5 Working Days
Covered Failure premium	60 minutes	NA	90 minutes	8 hours



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- (d) Where Batelco's Response Time or Restoration Time exceeds the Threshold Response Time or Threshold Restoration Time respectively for Covered Failures then the following Service Rebates, assessed on a quarterly basis per event, will apply:

Fault type (as defined in Schedule 6)	Time by which Response Time exceeds Threshold Response Time	Response Service Rebate	Time by which Restoration Time exceeds Threshold Restoration Time	Restoration Service Rebate
Covered Failure	15 minutes 1 hour More than 1 hour	1 UMP Service Credit 2 UMP Service Credits 1 UMP Service Credits per every additional hour subject to the Response Rebate Cap	One Working Day or part of a Working Day	40 UMP Service Credits subject to the Restoration Rebate Cap

8. FORECASTING

- 8.1 At the beginning of each calendar month, the OLO shall supply a non-binding forecast of the expected requests for the UMP Service in each month of the twelve month period following the date of the forecast, in the form required by Batelco from time to time. The OLO shall use all reasonable endeavours to forecast accurately given Batelco is placing reliance on those forecasts.

9 UMP TRANSFER

UMP Transfer Process

- 9.1 Batelco and the OLO shall comply with clause 9 and Annex 1 of this Service Description when carrying out any UMP Request.
- 9.2 The OLO shall establish robust procedures to ensure an appropriate End User Consent duly completed and signed is received and properly recorded by the OLO before any UMP Service Request is notified to Batelco.



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- 9.3 The OLO shall provide Batelco, upon request, a copy of the End User Consent (OLO's document signed by the End User explaining rights and obligations of the End User and the consequences of Unbundling).

Charges

- 9.4 The OLO shall pay to Batelco the relevant Charges as set out in Schedule 3 of Batelco's Reference Offer.

Responsibilities

- 9.5 From the time of the completion of the UMP Request, the relevant End User will no longer be a customer of Batelco for those services supplied by the OLO using the UMP Service, but instead the customer of the OLO for those services.
- 9.6 From the time of completion of the UMP Request, the OLO shall provide End User Management to support the UMP Services.
- 9.7 When a fault is reported by an End User, it is the responsibility of the OLO to perform initial tests, prior to raising a fault to Batelco, in order to validate that the fault is not within the OLO's network and equipment. In order to assist in the resolution and for efficient use of resources, the OLO shall promptly provide reasonable and complete details of the test performed when reporting the fault to Batelco. If after further investigation Batelco demonstrates the fault does not relate to the UMP Service, then the OLO shall pay the Wrongful Repair Charge (on a time basis as set in Schedule 3 of Batelco's Reference Offer).
- 9.8 In relation to any Batelco service:
- (a) Batelco will continue to bill the End User for any outstanding Batelco charges and other Batelco services; and
 - (b) The OLO acknowledges that the End User remains liable to pay any outstanding charges to Batelco and remains subject to standard Batelco debt enforcement policies notwithstanding that the End User is at the same time an OLO Customer.
- 9.9 In respect of each UMP Request submitted by the OLO to Batelco, the OLO shall ensure that:
- (a) it has an End User Consent for the transfer or implementation (which consent is not more than 30 days old from the date the UMP Request submission is made to Batelco);
 - (b) it retains records of the End User Consent and the retention is in accordance with the reasonable requirements notified to the OLO by Batelco from time to time;
 - (c) it has used its reasonable endeavours to ensure that the information in the UMP Request is complete and correct;

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- (d) the processing of each UMP Request, at the time it is lodged, does not breach any party's contractual or other rights (but, for the avoidance of doubt, a signed End User Consent shall be deemed to be a valid notice to Batelco to terminate the relevant Batelco services);

9.10 Where there is any allegation of a failure to comply with this Service Description then the parties will apply the dispute resolution process outlined in clause 24 of the Supply Terms.

Indemnity

9.11 Each party indemnifies the other, subject to using all reasonable endeavours to mitigate against the effect of the occurrence of any loss, liability or cost incurred by a party (including third party claims or claims by any End User) caused by a breach of this Service Description.

10 Billing Period

10.1 The Billing Period in respect of the Service shall be 30 days. The Billing Period shall commence on the date of the first billing date of the Batelco billing cycle after installation and may include billing on a pro rata time basis for the period between the UMP Request to the next billing cycle to ensure compatibility with the Batelco billing cycle.

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ANNEX 1 – UMP REQUEST PROCESS

1. UMP Service Request and UMP Swap Request

- 1.1 The OLO shall make a UMP Service Request for the provision of a UMP Service by Batelco to allow the OLO to supply a new or existing service to an End User.
- 1.2 A UMP Service Request shall be in the format notified by Batelco from time to time and be submitted by the means notified by Batelco from time to time.
- 1.3 Batelco will, within 5 Working Days of receipt of any UMP Service Request or UMP Swap Request, notify the OLO whether the UMP Service Request is:
 - (a) accepted; or
 - (b) rejected.
- 1.4 Batelco may reject a UMP Service Request or UMP Swap Request if it:
 - (a) is incomplete or incorrect or illegible or cannot reasonably be understood;
 - (b) does not properly identify the End User, or provide information which does not enable Batelco to identify the Useable Pair;
 - (c) is not submitted in accordance with paragraph 2 of this Annex 1;
 - (d) in the case of a UMP Swap Request, is an UMP Invalid Transfer;
 - (e) has any other material defect which will hinder the completion of the request, notified by Batelco to the OLO at the time of rejection; or
 - (f) was made at a BSN where the OLO has no SNFM service.

In such a case, the OLO will be charged the Rejection, reversal and withdrawal charge per UMP order charge (as set out in Schedule 3 of the Reference Offer).
- 1.5 Batelco may in its sole discretion elect to accept any UMP Service Request notwithstanding that there is any defect in that UMP Service Request if Batelco considers that such defect does not have a material effect on Batelco's ability to process the UMP Service Request and provide the UMP Service.

2. Batches

- 2.1 The OLO shall submit UMP Requests to Batelco in batches of no more than ten requests. Batches shall be:
 - (a) submitted by the means notified by Batelco from time to time;
 - (b) submitted by authorised personnel of the OLO;
 - (c) made up of only UMP Requests that comply with the requirements of this Service Description and the Supply Terms; and

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(d) identified by a unique batch number generated by the OLO.

2.2 Batelco will only accept batches of UMP Requests that:

- (a) are delivered to Batelco during business hours (for the avoidance of doubt submission received after business hours will be deemed to have been received on the next working day);
- (b) comply with the requirements set out in paragraph 1 of this Annex;
- (c) do not exceed the maximum number of two batches per day.

2.3 When a batch of UMP Requests contains one or more Requests that contain one or more defects, Batelco will:

- (a) reject the defective UMP Requests by returning them to the OLO; and
- (b) continue to process the valid UMP Requests within the same batch.

3. Completion of Request

3.1 When Batelco notifies the OLO that the UMP Request is accepted, then Batelco shall use its reasonable efforts to complete the UMP Request on or before the Implementation Date.

3.2 Batelco shall put on hold a UMP Request if:

- (a) The relevant UMP Service cannot meet Service Qualification;
- (b) An authorised person from the End User or the OLO is not available to provide further information when requested and has been contacted at least twice.

3.3 For the avoidance of doubt, Batelco shall notify the OLO in writing once a UMP Request is on hold and shall resume the process as soon as the reason for putting on hold the request as per 3.2 above is satisfied accordingly and brought to Batelco's notice in writing by the OLO.

3.4 Any Service Levels and Service Credits shall not be considered during the period which the UMP Request is put on hold as a result of paragraph 3.2 above.

3.5 Once a request is successfully completed, the OLO will be charged the connection charge (as set out in Schedule 3 of Batelco's Reference Offer).

4. Notification of Completion of Request



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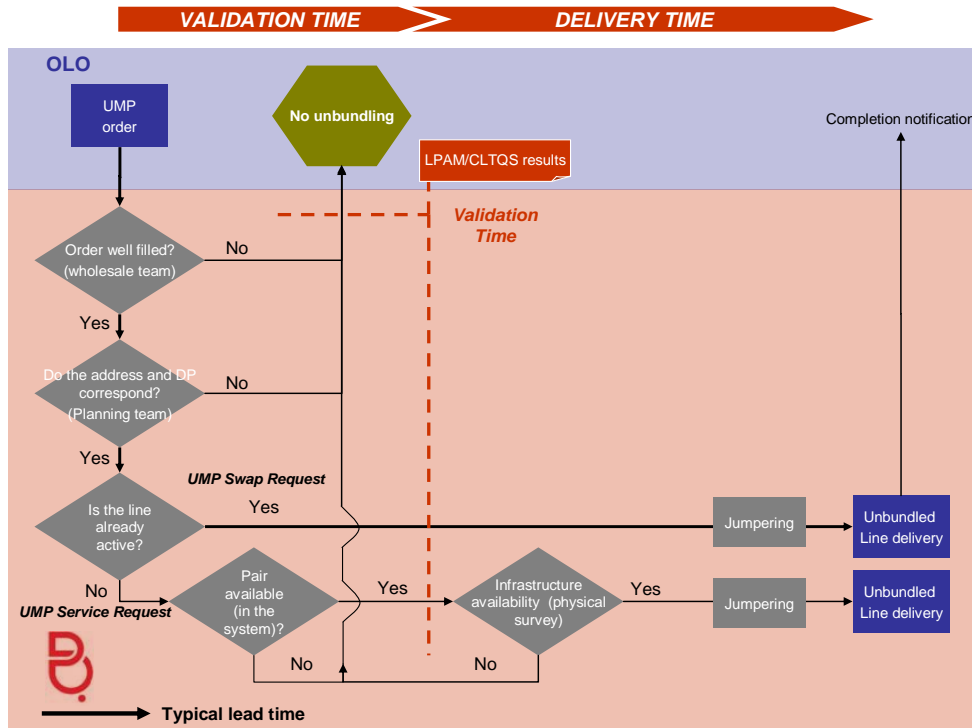
- 4.1 Batelco shall, within 2 Working Days of completion of a UMP Service Request, notify the OLO of completion.
- 4.2 Batelco is entitled to rely on a UMP Request as evidence that the relevant End User has given an End User Consent in relation to the requested UMP Request and understands and is aware of the End User's continuing liability to pay any charges to Batelco when due.

5. UMP Cease Request

- 5.1 At any time following the successful completion of a UMP Request, either:
 - (a) the relevant End User; or
 - (b) the OLO;may make a request to Batelco to cease the UMP Request.
- 5.2 Batelco will, within 2 Working Days of completion of a UMP Cease Request notify the Gaining and Losing OLOs that the UMP Cease Request has been processed.
- 5.3 The OLO will be charged the Cessation charge (as set out in Schedule 3 of Batelco's Reference Offer).

The following diagram(s) are for illustrative purposes only. Where there are discrepancies, the text in this Service Description will prevail.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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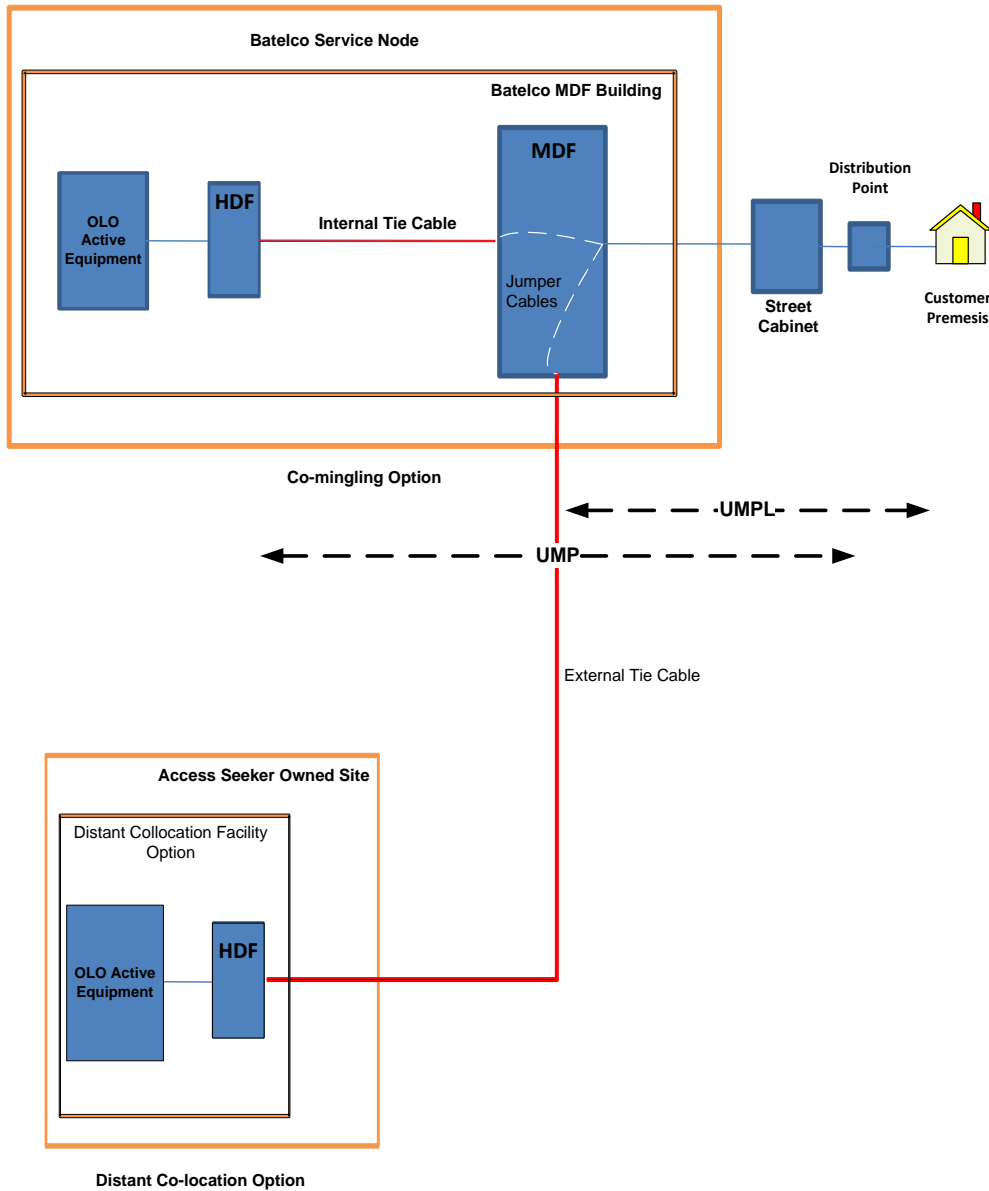


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ANNEX 2 Technical UMP diagram (to be read with the SNFM service description)

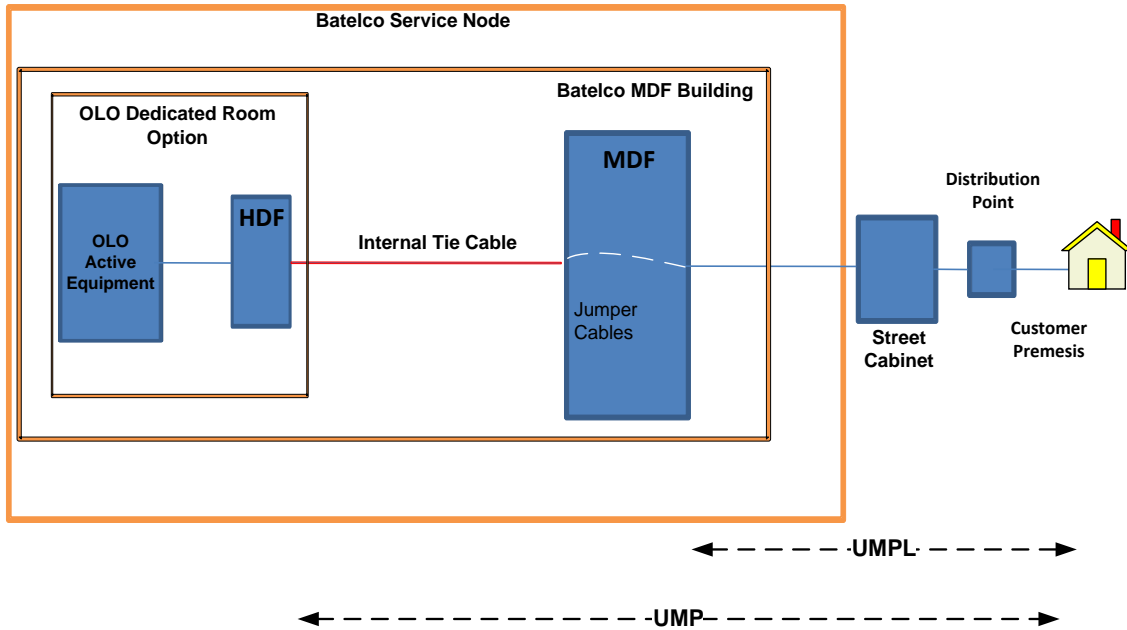
Commingling and Distant OLO Space

The following diagram(s) are for illustrative purposes only. Where there are discrepancies, the text in this Service Description will prevail.

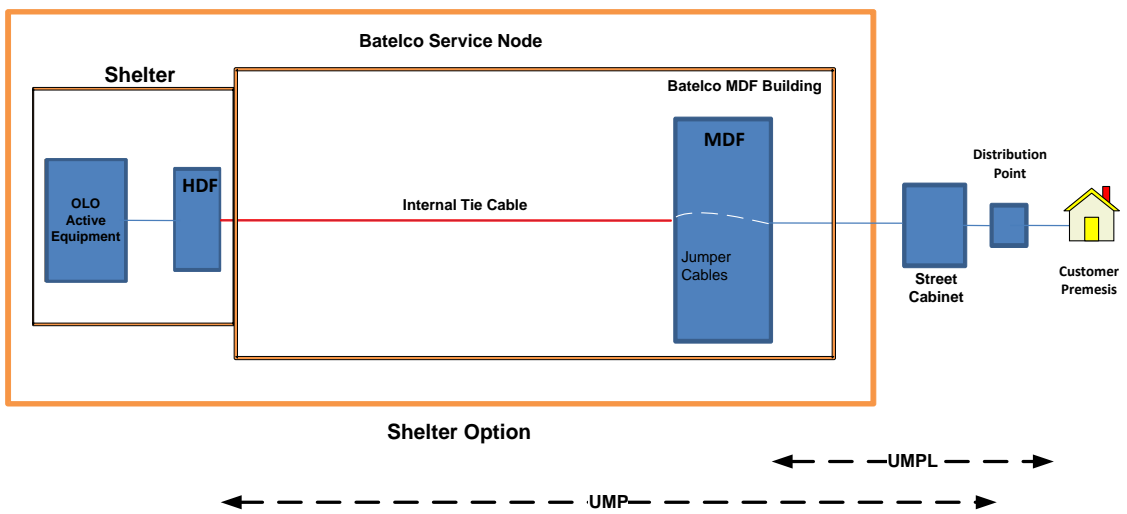


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Dedicated OLO Space



Licensed Shelter Space



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ANNEX 3 UMP CHARGES

The OLO shall pay to Batelco the relevant Charges determined in accordance with Schedule 3 of Batelco's Reference Offer.

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ANNEX 4 METALLIC PATH SPECIFICATION

This specification has been produced by Batelco Networks in order to provide OLOs with the parameters of the Batelco MP. This document is provided for technical guidance only and highlights the general characteristics of the Batelco MP for information only rather than detailing specific characteristics of the particular UMP as supplied by Batelco as part of the UMP Service. The document does not form part of the legally binding service description and Batelco Reference Offer, but is produced for information only.

The specification contained in this Annex 4 may be varied by Batelco in accordance with clause 8 of the Supply Terms.

1. Scope

This specification defines the electrical parameters of Batelco MP from the Service Node to the Customer premises. It applies to the MP when the internal wiring and equipment are in isolation.

2. Metallic Path Parameters

The parameters of Batelco MP are defined for the copper pair from the MDF in the Service Node to the NTP in the Customer premises. The Batelco MP must be tested in isolation of the internal wiring and CPEs. The parameters are listed in table 1 below.

Parameter	Value	Notes
Electrical Continuity	The MP is a continuous connection between the MDF in Batelco Service Node to the NTP in the Customer premises.	
Insertion Loss	Max is 10 dB at 1600 Hz	
Loop Resistance	Less than 1200 Ohms	
Insulation Resistance A-B or B-A	Greater than 50 KOhm	Measured using voltage of 100 V DC.
Insulation Resistance Wire - Erath	Greater than 50 KOhm	Measured using voltage of 100 V DC.
Insulation Resistance Wire -	Greater than 50 KOhm	Measured using voltage of

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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Battery		100 V DC.
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Table 1: Batelco Metallic Path Parameters

2.1 Cables Types

Batelco mainly use two types of cables as follows:

2.1.1. Primary Cable

Designed primarily for installation in ducts in the Primary Side of Batelco Access Network (from MDF at the Service Node to the Cabinets). The conductors in the cable consist of a solid wire of standard annealed copper, smoothly drawn, circular in section, uniform in quality. Each conductor covered with a solid polyethylene compound Type 03 complying with BS 6234. Two appropriately coloured insulated conductors twisted together to form a pair (Each unit contains 25 pairs). The cable is sheathed with black polyethylene and sheath thickness includes the moisture barrier. The cable sheath is pneumatically tested to a pressure of 800 millibars, and sustains a constant pressure of 630 ± 50 millibars.

2.1.2. Secondary Cable

Designed primarily for installation in ducts in the Secondary Side of Batelco Access Networks (from Cabinets to Distribution Points). Each conductor in the cable consist of a solid wire of standard annealed copper, smoothly drawn, circular in section, uniform in quality. Each conductor covered with a solid polyethylene compound Type 03 complying with BS 6234. Two appropriately coloured insulated conductors twisted together to form a pair. The cable is sheathed with black polyethylene and sheath thickness includes the moisture barrier. The interstices of the cable core are completely filled with a compound. The compound is capable, in conjunction with the insulation, of giving a cable lifetime in excess of 25 years, in the environment of Bahrain.

2.2. Cables Gauges

Batelco uses different gauges of cables such as 0.4, 0.5 and 0.63 mm. The cable gauge chosen should be of the smallest which meets the Loop Resistance limit. Cables of lower gauge should be used close to the Service Node and the gauge increased with distance from the Service Node. Figure 1 below shows the typical application of the different gauges in Batelco Access Network and Table 2 below shows the different Cable gauges parameters.

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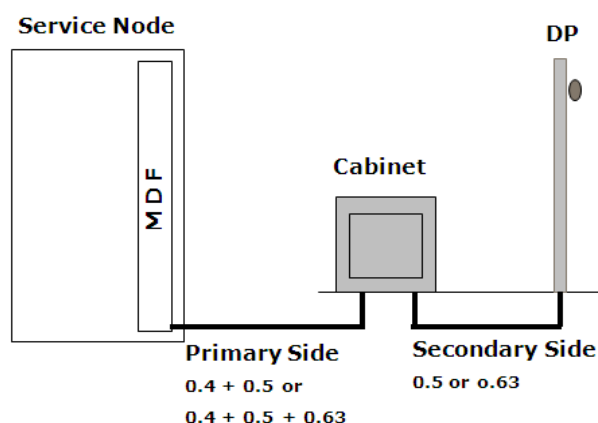


Figure 1: Typical Application of Different Gauges

Cable Gauge (mm)	Loop Resistance (Ω / Km) @ 20 °C	Mutual Capacitance (nF / Km)	Attenuation (dB / Km) @ 1600 Hz
0.4	150	60	2.37
0.5	96	64	1.84
0.63	60	64	1.47

Table 2: Different Cable Gauges Parameters

3. Metallic Path Electrical Termination

The MP consists of two copper wires designated as “A” and “B” wires.

3.1. Network Termination Point Termination

The connection to the MP at the Customer premises is a Batelco Master Socket representing the NTP.

3.1.1. Batelco Master Socket Connections

The connection to the MP is provided by Batelco Master Socket on the face plate. The connections for the socket with Voice and Broadband service are shown in Table 2 below.

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Contact No	Connectivity
1	Not Used
2	“A” or “B” Wire
3	Shunt Connection
4	Not Used
5	“B” or “A” Wire
6	Not Used

Table 3: Batelco Master Socket Connections

The Shunt Connection is derived from the centre point between a 470 KOhm resistor and a 1.8 μ F capacitor connected in series across the “A” and “B” wires. Additionally there is an overvoltage protection device connected across “A” and “B” wires. Figure 2 below shows the circuit diagram.

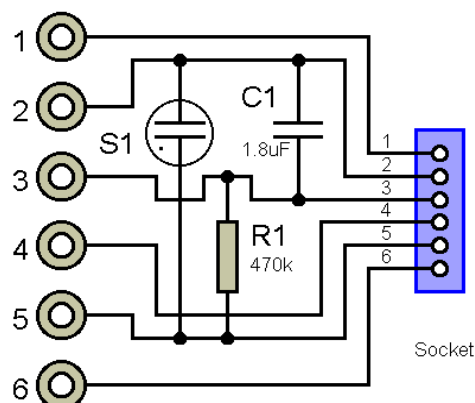


Figure 2: Batelco Master Socket Circuit Diagram

3.2. Main Distribution Frame Termination

In UMP service, no direct access to the MP end is provided at the MDF. Indirect connection is only provided via an Internal or External Tie Cable. The interface to the network end of the MP will be the HDF within the LLU OLO space.

4. Metallic Path Operation

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In order to ensure network integrity, eliminate interference and for safety reasons, the equipment connected to Batelco MP must conform to the ANFP and meet the following technical requirements:

4.1. Power Feeding

The voltage applied to Batelco MP must not at any time exceed 120V of either polarity with respect to earth to either leg of the MP. Voltage measurement should be made using a high internal impedance (10 MOhm) voltmeter.

The current caused to flow should not exceed 60mA between either legs of the MP.

The voltages and currents limits above are absolute including AC signals at any frequency together with any DC power supplied to the CPEs.

4.2. Input Signals

Any signals applied to Batelco MP must conform to Batelco ANFP.

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Service Node Facility and Management Service Description

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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SERVICE DESCRIPTION 2-B: SERVICE NODE FACILITIES MANAGEMENT SERVICE

1. THE SERVICE

The SNFM Service is an access service more particularly defined below which together with the UMP Service enables the **OLO** to provide the full useable spectrum of a dedicated metallic path to an end user.

Available To: Holders of an appropriate Individual Telecommunications or Class License granted by the Telecommunications Regulatory Authority.

Traffic: N/A

2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary of the Supply Terms. Terms defined in this Service Description are specific to it.

ANFP means the Access Network Frequency Plan which is a spectrum management plan for controlling interference, caused by cross talk, within a metallic access network as reviewed and amended from time to time

Batelco Service Node (BSN) means a Batelco exchange building specified in the list issued by Batelco.

Co-mingling means co-location space where the OLO Equipment is installed in a BSN in an area which may also house Batelco or other Licensed Operator Equipment unpartitioned from the OLO Equipment and from each other.

Contact Person means Batelco's personnel who can be contacted any time by staff and contractors of the OLO who need to enter the SNFM space. Batelco guarantees that in case the Contact Person cannot be reached, another official from Batelco can be reached 24 hours a day, seven days a week.

Dedicated OLO Space means a room or caged area within a BSN where an OLO has a Licensed Floor Area.

Distant OLO Space means an area owned leased or controlled by the OLO near to a BSN containing OLO Equipment which is intended to be connected to a Batelco UMP by means of an External Tie Cable.

Implementation Date means the date set out in an Order for a SNFM Service which shall be determined in accordance with the timescales set out in clause 11.11 of the Supply Terms.

Licensed Shelter Space means a ground area or areas within the perimeters of but not inside a BSN occupied by an OLO under a license where the OLO's Equipment is installed as more particularly shown in the plan attached to that license or any other such ground area which may be licensed if relocation takes place.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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MDF means the Batelco owned main distribution frame in a BSN enabling provision of a UMP.

Network Boundary means the Batelco distribution point at customer premises contemplated by Batelco's fixed services license.

OLO Equipment means all Equipment compliant with the ANFP or other equivalent specification, provided by the OLO necessary to support the End User's ability to use a UMP Service.

Point of Presence (POP) means an aggregation or network connection point in the OLO's Network located at premises owned or shown to be leased by the OLO or at a Batelco collocation facility, but for the avoidance of doubt cannot be at an End User Premises, cable station, earth station, manhole, power room, lead-in pipe, duct, outdoor cabinet, MDF, riser room or anywhere not on the main island of Bahrain unless connected by a permanent physical connection above sea level and accessible by the Batelco.

SNFM Delivery Rebate Cap means 20% of the monthly License Fee for the SNFM Space.

SNFM Space means where applicable, Licensed Floor Space, Licensed Shelter Space, Dedicated OLO Space or Distant OLO Space.

SNFM Delivery Rebate Cap means 20% of the monthly License Fee for the SNFM Space.

SNFM Service means the Service Node Facilities Management Service.

SNFM Service Credit means, in relation to a single Service Credit, that amount represented by 5% of monthly charge of the License Fee.

SNFM Validation Rebate Cap means 20% of the monthly License Fee for the SNFM Space.

UMPB Link means a dedicated transmission service between an OLO's active equipment used to provide End Users with a service based on the UMP Service and the OLO's Point of Presence provided in accordance with this Service Description and the Supply Terms.

UMPB Service Initial Point means an optical (or Electrical) distribution frame which is the handover frame for the connection between the backhaul and the OLO's- transmission equipment established for the purposes of supporting UMP backhaul capacity in Bahrain.

UMPL means an existing two wire metallic path connection between a Batelco MDF and the Network Boundary

3. SERVICE TERMS

3.1 The SNFM Service in each BSN comprises:

- (a) SNFM Space being Co-mingling, Dedicated OLO Space and Licensed Shelter Space.



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TERMS (Clean version)**

- (b) Licensed Shelter Space – provided by the OLO – maximum 10 sq meters (subject to availability).
- (c) Riser room access.
- (d) Raised Flooring.
- (e) Power – DC power only from an electrical distribution board and handed over at the relevant rack with a lug connector or depending upon the OLO's Equipment, direct cable connection(s). DC and AC power supply/backup to the SNFM Space of 3 kW/h which can be increased in increments of 1kW/h up to a maximum of 7kW/h, subject to additional charges and which apply the same interruption and back up protection to this power supply as applies to other OLOs in the BSN.
- (f) Light to a reasonable standard.
- (g) Air conditioning – reasonable temperature and humidity control provided to OLOs Equipment complying with Batelco specifications.
- (h) Access arrangements for OLO staff and outside contractors.
- (i) Building maintenance and repair of the SNFM Space to such standards as is adequate given the age and nature of the facility.
- (j) Cleaning to a reasonable standard.
- (k) Security and caging for Dedicated OLO Space.
- (l) Earthing – standard point to multipoint.
- (m) Fire detection and suppression provided the OLO insures its own Equipment against fire risk.
- (n) Maximum loading being 300kg per square meter for a wooden raised floor and 500kg per square meter for a steel raised floor.
- (o) Lead in trays for Tie Cables and/or for UMP Backhaul.
- (p) Cage fixing (on request of OLO) in relation to Dedicated OLO Space only.

Please note: rack fixing is not provided or used in the SNFM Space.

3.2 Provision of the SNFM shall be conditional on the OLO:

- (a) entering into a SNFM License substantially in the form of Annex 1 in respect of each BSN.
- (b) providing a statement of conformity with the ANFP.
- (c) providing a copy of type approval certificates as described in paragraph 3.3 (c) below.

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- (d) providing of relevant and valid insurance documentation as specified under paragraph 9 of this Service Description and clause 17 of the Supply Terms.
 - (e) Completion of the relevant security requirements for OLO staff and contractors as specified and referred to under paragraph 4.4 and Annex 3 of this Service Description.
- 3.3 The OLO shall ensure that any Equipment connected to the UMPL:
- (a) meets the specifications and requirements defined by relevant international telecommunications and engineering standards;
 - (b) the ANFP; and
 - (c) is type approved equipment under article 38 of the Telecommunications Law and/or any type approval regulation issued by the Regulator.
- 3.4 If Batelco terminates this Service in whole, then each SNFM License will terminate after expiry of the relevant notice period.
- 3.5 If a regulatory obligation to support or supply any specific SNFM Service no longer applies, Batelco may cease to supply the SNFM Service to an OLO on 12 months prior written notice. Following the giving of a notice under this clause, the OLO will not request any new SNFM Services from Batelco unless commercially agreed otherwise between Batelco and the OLO. The OLO will also inform each existing End User that the SNFM Service will terminate at the end of the 12 month period.
- 3.6 For the avoidance of doubt, Batelco may continue to provide and the OLO may continue to request this service from Batelco on commercial terms agreed mutually between Batelco and the OLO.
- 3.7 Where Batelco has reasonable objective grounds to consider that the OLO is in breach of an obligation under this Service, Batelco may, subject to TRA's approval:
- (a) suspend implementation by the OLO of the SNFM Service; and/or
 - (b) take any other step contemplated by the Supply Terms to protect Batelco's network or other interests.
- 3.8 Batelco will make available to OLOs through the General Information request, the list of the BSNs available for unbundling as approved by TRA and updated from time-to-time. For the avoidance of doubt, OLOs may request Batelco to seek TRA's approval to unbundle a BSN not marked as available for unbundling provided that it submits with its request a valid reason. In all cases, it shall be TRA's sole decision to make available a BSN for unbundling subject to security and technical feasibility assessment.



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4. SNFM SPACE

- 4.1 Batelco shall provide the SNFM Space using the order procedure specified in Schedule 7 (“Facilities Access Service”) of the Reference Offer. In relation to Co-mingling, Dedicated OLO Space and Licensed Shelter Space, the parties shall enter into a SNFM License in the form set out in Annex 1 of this Service Description.
- 4.2 Unless the OLO specifically requests otherwise or there is no space available, the SNFM Space shall be commingled inside the secure space of the facility and the OLO acknowledges that other Batelco customers and Batelco will have co-mingled access to the SNFM and OLO Equipment.
- 4.3 Subject to paragraph 4.4 below, Batelco shall provide the OLO with access to the SNFM Space to allow the OLO’s People to access the SNFM Space in order to enable the OLO to perform their obligations under this Service.
- 4.4 The OLO’s People shall observe all of Batelco’s instructions and procedures relating to this Service, including Batelco’s security and site regulations. Nothing in any guidance, instruction or policy can be taken to mean that Batelco assumes any risk or responsibility in relation to the OLO’s service, Equipment or People. An indicative summary of the current security procedures and policies is set out in Annex 3 of this Service Description. Upon completion and acceptance of the Service Request form for this SNFM Service, the OLO shall request and Batelco shall provide a copy of Batelco’s summary security procedures which shall be amended from time to time in Batelco’s absolute discretion. Enquiries about the details of any policy or procedure should be directed to the OLO’s account manager at Batelco.
- 4.5 Batelco will provide a safe working environment for any OLO People at the SNFM Space. The OLO shall indemnify Batelco against all claims, charges, costs or expenses in any way relating to injury to or death of any OLO People at or in the environs of the SNFM Space that is not caused by Batelco, and against all loss of or damage to the OLO Equipment or any other Batelco customer’s Equipment at the SNFM Space in any way connected with the OLO’s use of the SNFM Space that is not caused by Batelco.
- 4.6 The OLO understands and agrees that third parties such as the emergency services and law enforcement agencies may have a legal right of entry to SNFM Space and the surrounding area at any time.
- 4.7 OLO may enter the SNFM Space solely for the purposes of installing, inspecting, maintaining, adjusting, repairing, altering, replacing or removing OLO Equipment within the SNFM Space in accordance with the SNFM License. The OLO is not permitted to enter any other part of the BSN.
- 4.8 All OLO access shall be escorted access, which comprises the provision of Batelco staff to escort the OLO’s People to and from the SNFM Space. Where Batelco’s policies require supervision at the SNFM Space, this will be at the OLO’s cost.

5. GENERAL SERVICE TERMS

- 5.1 The OLO acknowledges:



**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

- (a) The components of this Service are provided together and with the UMP Service for the relevant BSN and are not severable. If either party terminates any of the components of the SNFM Service then all elements of the SNFM and UMP Services will terminate.
- (b) The SNFM Service comprises the SNFM Space and additional support services set out in this service description;
- (c) This SNFM Services does not allow personnel of the OLO physical access to any relevant Facility unless expressly stated in this service description.

5.2 Ordering

- (a) The OLO shall submit a correctly completed Order to Batelco to request supply of the SNFM Service in accordance with this service description and the Supply Agreement. The Order shall be submitted in the form specified by Batelco from time to time.
- (b) To be valid, the Order shall be accompanied by a matching UMP and/or UMPB Link order for the relevant BSN to enable Batelco to implement the relevant SNFM Space. This applies only when the OLO requires the backhaul to be provided by Batelco.
- (c) Subject to Batelco accepting the Order, and the OLO fulfilling all of its obligations under the Supply Terms, Batelco will provide and the OLO will acquire the SNFM Service as specified in the Order accepted by Batelco.
- (d) The provision of the SNFM Service is available as set out below, subject to availability of space, capacity and related equipment.

5.3 Variation

Batelco may at any time on reasonable notice, which shall be in all cases not less than 3 months, to the OLO change the technical specification of the Service provided that any such change does not materially affect the substance of the performance of the Service.

5.4 Validation and Delivery Times

- (a) The maximum validation time and delivery lead time for the installation for an Order placed by the OLO and accepted by Batelco shall be as follows:

SNFM Service component	Validation time between receipt of Order and acceptance or rejection of that Order	Delivery time from Batelco acceptance and receipt of Charges in advance



**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

Co-mingling excluding the following BSN (MAN, RIF, CEN, MHQ, JUF and ITN)	5 Working Days	65 Working Days
Co-mingling for the following six BSN (MAN, RIF, CEN, MHQ, JUF and ITN)	5 Working Days	30 Working Days
Dedicated OLO Space	5 Working Days	65 Working Days
Shelter OLO Space	5 Working Days	45 Working Days

- (b) The Service Rebates for a failure to meet the maximum validation time and delivery lead time in the preceding paragraph are as follows:

Target	Rebate for each Working Day or part of a Working Day late
SNFM validation time	One (1) SNFM Service Credit subject to the SNFM Validation Rebate Cap
SNFM delivery time	One (1) SNFM Service Credit subject to the SNFM Delivery Rebate Cap

6. CHARGES

- 6.1 The OLO shall pay to Batelco the relevant Charges determined in accordance with Schedule 3 of Batelco's Reference Offer.
- 6.2 The Billing Period in respect of the Service shall be 30 days. The Billing Period shall commence on the date of the first billing date of the Batelco billing cycle after installation and may include billing on a pro rata time basis for the period between the date the OLO was informed of the space being ready for it to install its equipment until the next billing cycle to ensure compatibility with the Batelco billing cycle.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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7. FORECASTING

- 7.1 At the beginning of each calendar month, the OLO shall supply a reasonable non-binding forecast of the expected requests for the SNFM Service in each month of the twelve month period following the date of the forecast, in the form required by Batelco from time to time. The OLO shall use all reasonable endeavours to forecast accurately given Batelco is placing reliance on those forecasts to determine the number of requests expected for each month.
- 7.2 The OLO acknowledges that Batelco is not liable for not delivering any additional Orders for the SNFM Service which has not been forecasted in accordance with paragraph 7.1 above.

8. PRIORITY POLICY

- 8.1 The allocation of area within the BSN or within the perimeter of a BSN between OLOs shall follow:
- (a)** For the initial co-location process:
- (i) Batelco informs TRA at the end of the Initial Collocation Period whether or not the Initial Collocation process is required;
 - (ii) OLOs will specify their orders for the Server Node they intend to place an immediate order;
 - (iii) Batelco will determine for each Service Node the best collocation option that will fulfil the demand within one month, based on orders received, and will send OLOs the corresponding collocation prices;
 - (iv) OLOs will have two weeks to confirm their order based on the prices provided by Batelco. Confirmation will be accompanied by a non-refundable advance payment.
- (b)** For the standard co-location process. After the Initial Collocation Period has ended the following collocation rules must be followed:
- (i) First Come First Served: this rule ensures that OLOs that ask for collocation space earlier are served first. As is the case in duct and civil works, the first OLO shall bear all the associated costs and shall be reimbursed by other OLOs coming afterwards on a pro rata basis;
 - (ii) Use It or Lose It: if an OLO has been granted space but has not used this space after 3 months, the space will be released and re-allocated. This will prevent the inefficiencies created by hoarding space;
 - (iii) One single space allocated per OLO per Service Node. Where space is scarce OLOs will be initially restricted to a single space per OLO. This restriction will be reviewed on an exchange-by-exchange basis to ensure proportionality. The definition and dimensions of a "space" is an equivalent of a single rack.

9. INSURANCE



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- 9.1 Until such time as the parties agree otherwise and after obtaining approval of the Authority for such amendment, Batelco and the OLO shall each procure and maintain for the duration of this service third party liability insurance policies with the other being named as a named beneficiary to cover personal injury and property damage claims up to BD300,000 for each BSN. The terms of such policies shall include provisions whereby, in the event of any claim or proceedings under the policy being brought or made against the other party, the insurers shall indemnify the other party against any costs, charges and expenses thereof. At all times the parties shall hold appropriate workman's insurance (General Organisation for Social Insurance ("GOSI")).
- 9.2 Batelco or the OLO shall provide evidence of the insurance cover referred to in paragraph 9.1 on or before the date this service commences and thereafter at any time during the period of this service as the requesting party shall reasonably require. If the requested party is unable to demonstrate to the requesting party's reasonable satisfaction that it has insurance to the required level, with a reputable insurer, the requesting party shall be entitled to effect insurance against all claims, proceedings, losses, liabilities, costs, damages and expenses caused by the other party's negligence, other default or deliberate act arising out of or in connection with this service and to recover the reasonable cost of such insurance from the other party.
- 10. Disputes**
- 10.1 Where there is any allegation of a failure to comply with the warranties of this Service Description then the parties will apply the dispute resolution process outlined in clause 24 of the Supply Terms.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

ANNEX 1 –SNFM License

1. Batelco will grant to the OLO, for the periods set out in clause 2.2 of Schedule 9, a License to use a portion of space in the Batelco Floor/Ground BSN specified in the General Information list identified in an order for SNFM Service access in writing which is signed by Batelco in accordance with the terms of this license, the SNFM Service Description and the Supply Terms.
2. The license does not commence unless and until:
 - (a) an Order for Floor/Ground access is accepted and signed by Batelco;
 - (b) all Make Ready Work has been completed to Batelco's and OLO's satisfaction;
 - (c) all charges for the stages of the process occurring up to and including the completion of Make Ready Work have been paid; and
 - (d) the terms of this license have been signed by the OLO.
3. The license is a personal and non-transferable right. The license does not confer any rights on the OLO to lease, sub-lease or any right of ownership or possession in respect of any specific Floor/Ground. The OLO may not sub-license any right granted by this license.
4. Unless specified in the SNFM Service Description, the OLO does not have any general right to access to Floor/Ground and this license allows the OLO to access the Floor/Ground route only in strict compliance with Batelco's access policies and procedures which apply from time to time relating to security, protection and safety, physical access procedures, marking of equipment. Such access shall be supervised by Batelco at all times.
5. It is a condition of the license that the OLO shall:
 - (a) comply with the policies and directions of Batelco, including in relation to access, movement or relocation of a Floor/Ground route and relocation of the cable from, in, or between, sub-Floor/Grounds
 - (b) behave in a manner consistent with the action of a prudent Floor/Ground owner;
 - (c) so far as access is given, keep all cabling Equipment and all accessed Floor/Ground areas free of debris and in a safe and tidy condition;
 - (d) ensure no toxic or flammable materials are left anywhere near the Floor/Ground or Equipment;
 - (e) promptly notify, for correction or removal, any fault or defect in Equipment used in or near the Floor/Ground; and
 - (f) immediately notify Batelco of any damage to Floor/Ground or Equipment observed or occurring during or as a result of access by the OLO.
6. Batelco may require from the OLO to remove and replace any Equipment which does not comply with any municipal, Ministry or Regulator requirements or restrictions.



**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

7. For the sake of clarification, maintenance of the OLO Space shall be carried out by Batelco and the corresponding charge is included in the License fee (as set out in Schedule 3 of Batelco's Reference Offer3).
8. If Batelco by reasonable notice to the OLO requires the movement of the OLO's Floor space for Batelco's own convenience then Batelco will cover the cost of moving the Co-mingling/Dedicated OLO Space/Licensed Shelter Space and the OLO may attend to observe at its own expense.
9. If part or all of the Co-mingling/Dedicated OLO Space/Licensed Shelter Space needs to be moved for reasons outside the control of Batelco and by order of a competent court, municipality, authority, Ministry or Regulator, the OLO must share a proportion of charges or costs related to the move of its Equipment, upon justified and reasonable methodology approved by the Regulator.
10. After obtaining written approval from the Regulator, Batelco may immediately suspend provision of the service until further notice if the OLO causes, or Batelco can justify that the OLO will cause, physical or technical harm to any telecommunications network (whether of Batelco or another operator).
11. Batelco may terminate the license granted to the OLO on 30 days written notice to the OLO, copied to the Regulator, if:
 - (a) The OLO is in breach of the UMP Service or SNFM Service description which is left unremedied for a period of 21 days after written notification by Batelco to the OLO;
 - (b) fibre is not lit along the full route of the Floor/Ground access for any consecutive period of 12 months during the term of the license;
 - (c) the OLO ceases to be a Licensed Operator; or
 - (d) the OLO installs Equipment in or near any Floor/Ground which is not reasonably related to services supplied with the UMP and/or does not meet the requirements specified in 3.3 (c) above.
12. Batelco may terminate the license granted to the OLO on 6 months written notice to the OLO, copied to TRA, if Batelco's right to use the Floor/Ground or right of way is revoked, terminates or expires.
13. Either party may terminate the license immediately if the other party is in breach of the license or of the Supply Terms as they relate to the Floor/Ground and the breach remains unremedied for a period of 10 Working Days.
14. The OLO may in any case terminate the license by giving Batelco three months written notice.
15. If the license is terminated then the OLO shall remove all Equipment from, in and around the Floor/Ground within 90 days of the notice of termination. If the OLO fails to comply with this clause then Batelco is entitled to remove the OLO's Equipment at the latter's costs.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

16. The OLO will be deemed to have abandoned the OLO's Equipment if it does not access the Equipment for any period of 24 consecutive months. If the OLO's Equipment is abandoned then Batelco may exercise the same rights as for the removal of OLO Equipment as indicated in paragraph 15 above.

17. The terms of this license take precedence over any other terms which might apply to the OLO's access to Batelco's Co-mingling/Dedicated OLO Space/Licensed Shelter Space.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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SCHEDULE 1 – SNFM License

Licensed Floor/Shelter Area

BSN

Leased/Owned outright by Batelco

Designated Floor Area (sq. meter or percentage)

License fee (annual)

Plan number

Note: the details listed above will be provided and attached to each SNFM License granted to the OLO

LLU Reference Offer Order

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
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ANNEX 2 SNFM CHARGES

The OLO shall pay to Batelco the relevant Charges as set out in Schedule 3 of Batelco's Reference Offer.

**ANNEX B: LOCAL LOOP UNBUNDLING AND ANCILLARY SERVICES
TERMS (Clean version)**

ANNEX 3 SUMMARY OF SECURITY REQUIREMENTS

1. General Access

- 1.1 All OLO People requiring access to SNFM should have Batelco issued contractor ID Cards. ID holders should report to Security when requiring access.
- 1.2 As an exceptional alternative, OLO People requiring access to SNFM can be registered by Batelco. Registered technicians requiring access to the relevant BSN or site area shall report to Security. Security will check their central population register (“CPR”) or national identity card or other means of photographic ID against the list of OLO authorised People. If everything is correct, Security will issue an appropriate ID Card in exchange for the persons ID; details will be recorded by the security staff.
- 1.3 ID holders or registered technicians will be escorted to and from the SNFM.
- 1.4 Supervision of work whilst the person is inside the relevant BSN or site area is at the discretion of Batelco.

2. Emergency Event Access

- 2.1 No unregistered emergency access will be allowed unless access has been agreed by the Senior Manager Security through liaison with the OLO account manager following notification. The notification should provide relevant personal details, the OLO whose equipment is to be worked on and the date/times(s) of the access required and the circumstances of the emergency.
- 2.2 The persons requiring access shall report to security. Security will check their CPR or other means of photographic ID against the personal details provided to the Senior Manager Security.
- 2.3 If everything is verified, Security will issue an appropriate ID Card in exchange for the persons ID; details will be recorded by the security staff.
- 2.4 The person will be escorted to and from the SNFM.

3. Refusal of Access

- 3.1 Batelco reserves the right to refuse access to any non-registered visitor of the OLO for the reasons below:-
 - (a) Visitors without photographic ID.
 - (b) Visitor who cannot provide a valid contact name and number.
 - (c) Visitors whose contact person cannot be contacted or reached.
 - (d) Visitors who have disregarded rules in the past.

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- (e) During times of emergency.

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ANNEX 4 -PROCEDURE FOR REMOTE SITE ACCESS BY OTHER COMPANIES' STAFF

1. Other companies' staff will be given co-location access rights, they will go through normal procedure of completing a contractor's work notification (CWN) whereby all applications will undergo a thorough screening process (Ministry of Interior vetting procedures which may take up to 2 working days). Once clearance is received, passes will be issued to the other companies' staff.
2. Working Hours (from 7 a.m. to 2:45 p.m. daily except Fridays, Saturdays, and public holidays):
 - (a) Other companies' staff will only be given permission to access the remote site(s) pedestrian gate during working hours.
 - (b) Other companies' staff will be escorted by Batelco staff at all times.
 - (c) Batelco's escorting staff member will be given remote access to the site's main entrance door.
 - (d) Once both other companies staff and Batelco's staff member arrive in the lobby of the building, access will be given once Batelco's staff member has called the control room via hotline phone to remotely unset the alarm.
 - (e) If work is completed Batelco's staff member will have to call the control room to reset the alarm.
3. After working hours – call out:
 - (a) Batelco staff will call the control room of the relevant site three hours in advance when it becomes necessary to attend to a fault or maintenance work.
 - (b) Other companies' staff will be escorted by Batelco staff at all times.
 - (c) Once both Other Companies Staff and Batelco's staff member are in the lobby of building, access will be given once the Batelco staff member has called the control room via hotline phone to remotely unset the alarm.
 - (d) If work is completed Batelco staff member will have to call control room to reset the alarm.
4. If no prior arrangement made by Batelco's staff or other company's staff to do installation work after working hours, no access will be given by Batelco's security staff. If Batelco's security staff did receive prior notice that installation work will be done after working hours, the other companies' staff will still need to be escorted by Batelco staff. Maintenance work, (call-outs for fault attending) will be treated as a separate case.

UMP Backhaul Service Description



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SERVICE DESCRIPTION 2-C: UMP BACKHAUL SERVICE

1. THE SERVICE

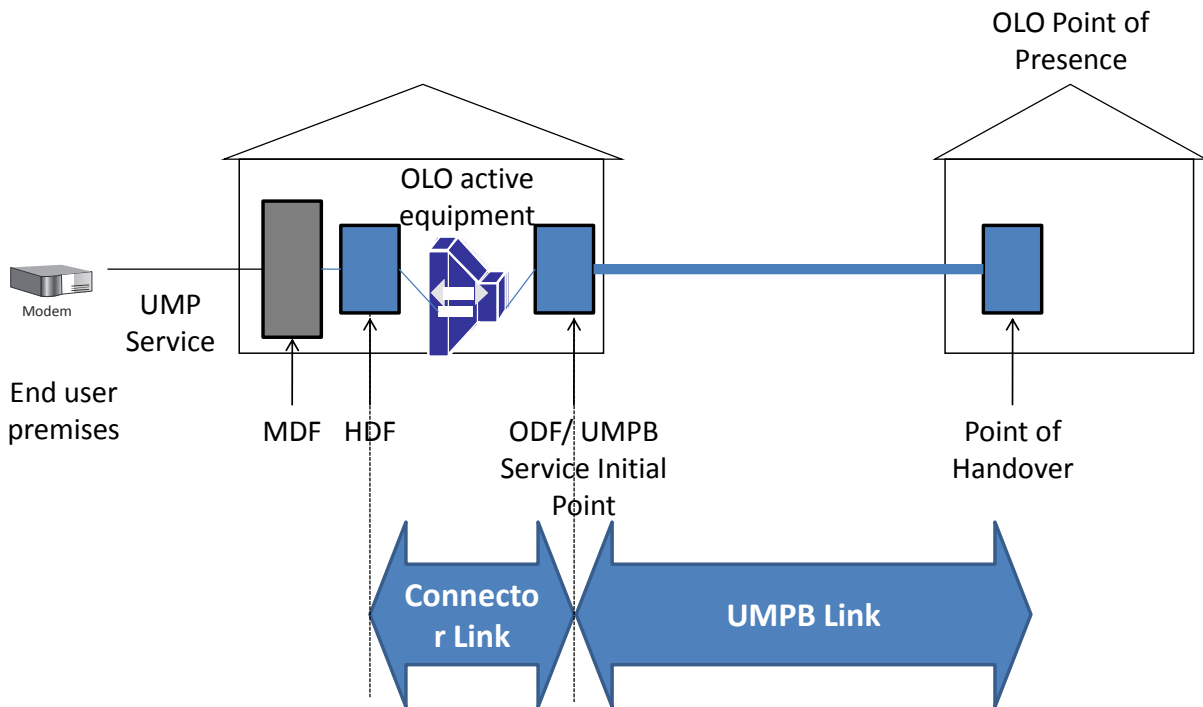
The UMP Backhaul Service is a wholesale service for carrying OLO’s traffic within Bahrain in relation to the UMP between an OLO’s active equipment used to provide End Users with a service based on the UMP Service and the OLO’s Point of Presence.

Available To: Holders of an appropriate Individual Telecommunications or Class License granted by the Telecommunications Regulatory Authority.

Permitted Traffic: Traffic covered by the OLO’s license.

Technical backhaul diagram

The following diagram is for illustrative purposes only. Where there are discrepancies, the text in this Service Description will prevail.



2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

Connector Link means a connection provided by the OLO between the HDF used for the UMP Service and the UMPB Service Initial Point

Covered Failure means an actual or suspected fault or failure in the UMPB Link

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Delivery Lead Time means the delivery lead time described in paragraph 3.3.

End User Premises means a permanent physical location in Bahrain owned or controlled by a person or organisation who is neither a licensee, nor affiliated to or controlled by a licensee, and from which location that person conducts business and receives telecommunication services.

UMPB Availability Rebate Cap means 20% of the monthly rental Charges for the UMPB Link.

UMPB Link means a dedicated transmission service between the UMPB Service Initial Point and the Point of Handover at an OLO's Point of Presence provided in accordance with this Service Description and the Supply Terms.

UMPB Service Initial Point means an optical distribution frame which is the handover frame for the connection between the backhaul and the OLO's- transmission equipment established for the purposes of supporting UMP backhaul capacity in Bahrain.

Response Time means Batelco's Response Times in respect of each Covered Failure measured over a period of one (1) month..

Restoration Time means Batelco's Restoration Times in respect of each Covered Failure measured over a period of one (1) month.

Order means a written request by the OLO for the UMPB Service in a form issued or approved by Batelco from time to time.

Point of Handover has the meaning defined in paragraph 3.1 (c).

Point of Presence means an aggregation or network connection point in the OLO's Network located at premises owned or shown to be leased by the OLO, but for the avoidance of doubt cannot be at an End User Premises, cable station, earth station, manhole, power room, lead-in pipe, duct, outdoor cabinet, MDF, riser room or anywhere not on the main island of Bahrain unless connected by a permanent physical connection above or under sea level and accessible by Batelco.

Service Commencement Date for each Order for the UMPB Service shall be the date identified in accordance with paragraph 3.3.

Service Period means the term of a UMPB Service which shall be a minimum of twelve months from the Service Commencement Date and which continues automatically until terminated.

Service Credit means, in relation to a single Service Credit, that amount represented by two percent (2%) of the monthly Charges for the UMPB Service.

Target Availability means the amount of time over a month during which the UMPB Service does not suffer a certain type of failure (expressed on a percentage basis).

Threshold Response Time means, in relation to a Covered Failure, the threshold response times set out in paragraph 3.6(b).

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Threshold Restoration Time means, in relation to a Covered Failure, the threshold restoration times set out in paragraph 3.6(b).

Total Service Credit Cap means, in relation to any month, 160% of the monthly Charges for the UMPB Service.

3. TERMS

3.1 Nature of Service

- (a) The Service comprises the UMPB Link set out in this service description which Batelco offers to provide.
- (b) The UMPB Link is a component which an OLO may require to connect to the UMP Service. For the avoidance of doubt, other network components or services will be necessary to complete the connection including the SNFM Service and are available from Batelco.
- (c) The Point of Handover for the UMPB Service at the OLO's Point of Presence is an optical distribution frame located at the OLO's Point of Presence.
- (d) The UMPB Service presentation interface to the OLO will be optical or electrical.

3.2 Ordering

- (a) The OLO shall submit a correctly completed Order to Batelco to request supply of the UMPB Service in accordance with the Supply Terms. The Order shall be submitted in the form specified by Batelco from time to time.
- (b) To be valid, the Order shall be accompanied by reference information identifying the UMP Service order to enable Batelco to implement the UMPB.
- (c) Subject to Batelco obtaining all necessary consents and the OLO fulfilling all of its obligations under the Supply Terms in particular provisioning and installation of the Connector Link, Batelco will provide and the OLO will acquire the UMPB Service as specified in the Order accepted by Batelco.
- (d) The provision of the UMPB Service is available at the bandwidths greater than 2Mbps and Charges as per the CAT/LLCO services and any potential Carrier Ethernet based services that Batelco may introduce, subject to availability of capacity and related equipment.

3.3 Delivery and Installation Lead Times for UMPB



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- (a) The maximum Delivery Lead Time for the installation of a UMPB Service for an Order placed by the OLO and accepted by Batelco will be 30 Working Days.
- (b) The Service Rebates for a failure to meet the Delivery Lead Time in the preceding paragraph are as follows:

Actual provisioning time (Number of weeks after expiration of the applicable Delivery Lead Time)	Total applicable service Rebate
0-1 week	10 Service Credits
1> - 2 weeks	25 Service Credits
> 2 weeks	45 Service Credits (and an addition of 30 Service Credits for each further period or part period of 2 weeks delay)

This is subject to a UMP Service and an SNFM Service being implemented and provisioning of the Connector Link and Equipment related to the UMPB Service by the OLO.

3.4 Testing



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- (a) Batelco will test the UMPB Link by conducting an industry standard stability test for up to 24 hours, the final results of which will be observable by the OLO if they are in attendance. The complete final results of the test shall be handed over in writing to the OLO (including latency tests). Batelco will notify the OLO when the test has been successfully completed and the OLO will accept the UMPB Service on that date by acceptance signature. If the OLO does not sign for acceptance it will be deemed to have accepted the UMPB Service with effect from the date of the notification of test completion unless the OLO notifies Batelco within two days from the notification of test completion that the OLO does not accept the UMPB Service indicating the reason for not accepting the UMPB Service.
- (b) The Service Commencement Date is the date of actual or deemed acceptance under paragraph 3.4(a).
- (c) Batelco is available (if requested by the OLO) to support testing of the connection between the OLO's Point of Presence and the relevant MDF in the BSN as arranged by the OLO, in each case by attending the OLO's Point of Presence to conduct such testing at Batelco's standard rates.

3.5 Performance and uptime

- (a) The Target Availability for the UMPB Service is set out below, including the Service Rebate regime that will apply if the relevant Target Availability falls below the stated threshold:

Calculation	Target Availability	Service Rebate
Target Availability for periods free of Covered Failure	99.9%	2 Service Credits per 0.01% or part thereof below the Target Availability but not exceeding the UMPB Availability Rebate Cap

- (b) For the protection line provided by Batelco as part of the backhaul (45Mbps and higher speeds), specifications of the protection line shall be provided by Batelco to the OLO upon request.

3.6 Fault response and repair

- (a) The OLO will as soon as practicable after becoming aware of a Fault with the UMPB Link or any other Covered Failure, notify Batelco of that Fault in



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accordance with the procedures for the reporting of faults set out in Schedule 6 (Fault Management) of Batelco's Reference Offer for the reporting of faults, Fault investigation and identification of the Fault Owner and Other Affected Party.

- (b) Batelco agrees to observe the following Response Times and Restoration Times:

Fault type	Response Time	Restoration Time	Threshold Response Time	Threshold Restoration Time
Covered Failure	10 minutes	3 hours	15 minutes	5 hours

- (c) Where Batelco's Response Time or Restoration Time exceeds the Threshold Response Time or Threshold Restoration Time respectively for Covered Failures then the following Service Rebates, assessed on a quarterly basis, will apply:

Fault type (as defined in Schedule 6)	Time by which Mean Response Time exceeds Threshold Response Time	Service Rebate	Time by which Mean Restoration Time exceeds Threshold Restoration Time	Service Rebate
Covered Failure	15 minutes	4 Service Credits	1 hour	4 Service Credits
	1 hour	5 Service Credits	2 hours	5 Service Credits
	> 1 hour	6 Service Credits	> 2hours	6 Service Credits + 1 Service Credit for every additional hour

3.7 Alternative Transmission Facilities

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Batelco shall in respect of the provision of the UMP Service only facilitate the provision of a dedicated transmission service by the OLO or a third party Licensed Operator using relevant Facilities and following the procedure under schedule 7 (“Facilities Access Service”) of Batelco’s Reference Offer in relation to a BSN being:

- (a) duct licensed by Batelco under a Duct license;
- (b) non-exclusive access to the Duct chamber; and
- (c) where necessary the provision of alternative dedicated transmission service-riser room and cable tray access granted to the OLO or to the third party Licensed Operator substantially in the form of Batelco’s standard duct and riser licenses as amended from time to time subject to the Charges specified under Schedule 3 of the Reference Offer. Batelco shall not be liable to the OLO in any way whatsoever in respect of termination of these arrangements with the third party Licensed Operator.

3.8 Termination

- (a) At any time after the minimum Service Period of (6) six months, the OLO shall be entitled to terminate an UMPB Service agreement on three month’s written notice to Batelco.
- (b) Where termination occurs before the end of the minimum service period or within the notice period then the OLO shall pay to Batelco by way of liquidated damages the charges for the UMPB Service until the end of the notification period or the minimum service period whichever is greater.

3.9 OLO Obligations

- (a) The OLO shall provide Batelco with suitable space for, and access at reasonable times to, any Batelco equipment required to be located in any building under the OLO’s control in which the UMPB Service is located. If consent is required from a third party, the OLO shall procure such consent. Batelco is not required to pay the OLO or any third party for the preparation or use of, or access to, space provided for the purpose of the UMPB Service.
- (b) If Batelco equipment requires a continuous electricity supply (of the nature specified by Batelco), air conditioning and electricity connection points, they shall be supplied, in the location specified by Batelco, by the OLO at its expense. Such electricity shall be available at the same level of supply, protection and continuity as that available to the OLO’s own equipment.



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- (c) The OLO shall provide Batelco and any employee, agent, affiliate or contractor of Batelco with all information and assistance that person may reasonably require to test, commission and maintain the UMPB Service and to assess, respond to and restore Covered Failures.
- (d) Where there is any allegation of a failure to comply with the warranties of this Service Description then the parties will apply the dispute resolution process outlined in clause 24 of the Supply Terms.

3.10 Variation

Batelco may at any time on reasonable notice, in all cases being not less than 3 months, to the OLO change the technical specification of the Service provided that any such change does not materially affect the substance of the performance of the Service.

4. CHARGES

- 4.1 The OLO shall pay to Batelco the relevant LLCO/CAT Charges determined in accordance with Schedule 3 of Batelco's Reference Offer.

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UMP Specific Information Service Description

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SERVICE DESCRIPTION: UMP SPECIFIC INFORMATION SERVICE

1. THE SERVICE

The UMP Specific Information Service is a wholesale service for providing information solely for use in relation to the UMP Service.

Available To: Holders of an appropriate Individual Telecommunications or Class License granted by the Telecommunications Regulatory Authority.

2. DEFINITIONS

Capitalised terms not defined in this Service Description are defined in the Dictionary. Terms defined in this Service Description are specific to it.

Batelco Service Node (BSN) means a Batelco exchange building specified in the list issued by Batelco.

CLTQS means Batelco's centralized line testing and pre-qualification solution.

HDF means Batelco provided handover frame for the connection of a Tie Cable.

MDF means the Batelco owned main distribution frame in a BSN enabling provision of a UMP.

Network Boundary means the Batelco distribution point at customer premises contemplated by Batelco's fixed services license.

SNFM Service means the Service Node Facilities Management Service used in conjunction with this service description as specified in service description 2-B of the Reference Offer.

Specific Information means the information to be provided by Batelco to the OLO as specified in paragraph 3.1 (b) below.

Specific Information Delivery Rebate Cap means 20% of the Specific Information Charge.

Specific Information Service Credit means, in relation to a single Service Credit, that amount represented by 5% of the Specific Information Charge.

Specific Information Validation Rebate Cap means 20% of the Specific Information Charge.

Tie Cable means a cable connecting the UMP from the MDF to the HDF provided by Batelco.

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UMP means an existing two wire metallic path connection between the HDF and the Network Boundary comprising a UMPL, jumper cable connecting the UMPL and the Tie Cable, and Tie Cable connecting the MDF with the HDF.

UMPL means an existing two wire metallic path connection between a Batelco MDF and the Network Boundary.

3. TERMS

3.1 Nature of Service

- (a) The Service comprises the provision by Batelco to the OLO of information detailed under (b) below:
 - i. where that information is reasonably available;
 - ii. on an Order request basis; and
- (b) Subject to 3.1 (a), the Specific Information comprises at the BSN level:
 - i. The number of active lines;
 - ii. The number of non-active lines;
 - iii. The geographical location, a boundary map and list of contiguous address blocks and a free helpdesk line to answer questions regarding contiguous addresses;
 - iv. The average length of the UMPLs (in meters);
 - v. Power availability at each BSN for the SNFM Service;
 - vi. BSN space availability for the SNFM Service;
 - vii. UMPL entry points (being the first joint box nearest to the BSN) and Duct capacity availability;
 - viii. UMPL characteristics (being diameter, results from any quality tests solely on the UMPL itself, technical interference, control and, where not comprised in the ANFP, spectral management plan information); and
 - ix. Results of any xDSL tests performed by Batelco not comprising Batelco's centralised line testing qualification system or CLTQS information.
- (c) The parties acknowledge and agree that the Specific Information shall be treated as Confidential Information under these Supply Terms.
- (d) Each party acknowledges and agrees that the helpdesk service under b (iii) above is intended as a supporting service only to the provision of boundary maps and contiguous address lists. The OLO should consult this information first before calling the helpdesk.

3.2 Ordering

The OLO shall submit a correctly completed Order to Batelco to request supply of the UMP Specific Information Service in accordance with this Service



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Description and the Supply Terms. The Order shall be submitted in the form specified by Batelco from time to time.

3.3 Validation and Delivery Times

- (a) The maximum validation time and delivery lead time for the validation or provision of an Order placed by the OLO and accepted by Batelco shall be as follows:

Specific Information Service component	Validation time between receipt of Order and acceptance or rejection of that Order	Delivery time from Batelco acceptance per BSN
Specific information - all categories	5 Working Days	N/A
Specific information - categories 3.1 (b) (i)-(viii)	See "all categories" above	15 Working Days
Specific information category 3.1 (b) (ix)	See "all categories" above	5 Working Days

- (b) The Service Rebates for a failure to meet the maximum validation time and delivery lead time in the preceding paragraph are as follows:

Target	Rebate for each Working Day or part of a Working Day late
Specific Information validation time	1 Specific Information Service Credit subject to the Specific Information Validation Rebate Cap

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Specific Information delivery time	1 Specific Information Service Credit subject to the Specific Information Delivery Rebate Cap
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3.4 OLO Obligations

- a) The OLO acknowledges that clauses 18 (“Intellectual Property”) and 21 (“confidentiality”) in Schedule 9 of Batelco’s Supply Agreement shall apply.
- b) On termination of the UMP Service, the OLO shall return the Specific Information in accordance with clause 21.17 of Schedule 9 of Batelco’s Supply Agreement.
- c) Where there is any allegation of a failure to comply with the warranties of this Service Description then the parties will apply the dispute resolution process outlined in clause 24 of the Supply Terms.

4. CHARGES

The OLO shall pay to Batelco the relevant Charges determined in accordance with Schedule 3 of Batelco’s Reference Offer.