

Wholesale FTTx Access Reference Offer (RO)

Jordan Telecom Company

Main Offer Document

This Reference offer for Wholesale FTTx Access is published by Jordan Telecom (JT) by its sole discretion to provide Wholesale FTTx access services in Jordan.

Jordan Telecom Company

xx xx 2024

MAIN OFFER DOCUMENT

TABLE OF CONTENTS

Section	Page number
1. Introduction	5
2. Definitions and Interpretation	6
3. Service Descriptions	6
4. General Terms.....	6
5. Access Services.....	7
6. Charging for Access Services	7
7. Billing and Payment	8
8. Financial Guarantee	8
9. Network Design and Planning.....	9
10. Network Alteration, Safety and Protection	9
11. Quality of Service	11
12. Provisioning, Operation and Maintenance	11
13. Provision of Information	11
14. Resolution of Disputes	12
15. Arbitration.....	13
16. Breach, Suspension and Termination	13
17. Confidentiality.....	16
18. Intellectual property rights	16
19. Review.....	17
20. Force Majeure	18
21. Limitation of Liability.....	19
22. Assignment of Rights and Obligations	20
23. Notices	21

24.	Waiver	21
25.	Severability	22
26.	Governing Law.....	22
27.	Duration	22

APPENDICES

Appendix 1: Service Schedules

Appendix 2: Annexes:

Annex A

Annex B

Annex C

Annex D

Annex E

Annex F

Appendix 3 : Operation and Maintenance Manual

Appendix 4: Service Level Offer

1. INTRODUCTION

1.1. This Reference offer (hereinafter referred to as “Reference Offer”) for Wholesale FTTx Access (hereinafter referred to as “Service”) is published by Jordan Telecom Company (hereinafter referred to as “JT”) by its sole discretion to provide Wholesale FTTx Access services in the areas specified by JT as further described in this RO.

1.2. Jordan Telecom Company has the right to impose any changes to this Reference Offer as it deems appropriate and in accordance with its power granted by Laws ,Regulations and this Reference Offer, all changes and amendments imposed are subject to a prior TRC revision and approved.

1.3. The Alternative Operator (hereinafter referred to as AO), by requesting the service from JT, warrants that it has, in full force and effect, the due authorisations stipulated by Law and by the TRC to enter into an agreement arising from an acceptance of this Reference Offer and accepts the obligations placed upon it.

1.4. For the avoidance of doubt, this Reference Offer and its appendices represent JT’s Wholesale FTTx Access Reference Offer (hereinafter referred to as the “Reference Offer”).

1.5. JT hereby offers to deliver the Wholesale FTTx Access services to another licensed operator in the market (hereinafter referred to as the “Alternative Operator” or “AO”), and to supply FTTx access services and associated facilities in accordance with terms and conditions provided in this Reference Offer and according to the Wholesale FTTx Access Agreement signed between JT and the Alternative Operator.

1.6. JT and the Alternative Operator shall co-operate in providing Other Associated Services upon availability.

1.7. JT offers its Reference Offer to the Alternative Operator as presented by JT, and subject to JT’s right to modify the offered service definition, and terms and conditions at any time JT finds it appropriate to modify this offer.

1.8. JT hereby offers to interconnect the JT Network with the network of a Licensee in accordance with the principles set out in the Interconnection Instructions, and to supply services and facilities on the terms and conditions as provided for in this Reference Offer. JT undertakes to act in good faith in the negotiation of a Network Plan with any Licensee.

1.9. The Licensee, by requesting interconnection with JT for the purpose of this Reference Offer services, warrants that it has in full force and effect the authorisations stipulated in the Interconnection Instructions to enter into an agreement arising from an acceptance of this Reference Offer.

1.10. Interconnection might be constrained by JT technical obstacles or any burdens on JT or limitations;

1.11. The Licensee and JT shall exchange information willingly in order to make interconnection effective, without prejudice to commercial confidentiality;

2. DEFINITIONS AND INTERPRETATION

2.1. In this Reference Offer, except if the context requires otherwise, words and expressions are as defined in Annex A.

2.2. In the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this Reference Offer, the following order of precedence shall apply;

- a) The Telecommunications Law
- b) Interconnection Instructions
- c) The License
- d) This Reference offer.

3. Service descriptions

The following service(s) in reference to this RO, and as described in Appendix 1 – Service Schedule, will be provided by JT to the AO, with a limitation to the covered geographical area(s) specified solely by JT; and any additional areas decided by JT to be available for this service will be circulated to the interested licensees. The covered geographical areas are listed in Appendix 2, Annex D.3.

3.1 Service Schedule 301 : Virtual Unbundled Local Access (or VULA) as described in Appendix 1: Service Schedules.

3.2 Service Schedule 302 : Bit stream over fiber as described in Appendix 1: Service Schedules.

4. General Terms

4.1 On requesting Wholesale FTTx Access service from JT, the Alternative Operator shall:

1. Provide a detailed statement of its technical requirements for access services in respect of this Reference Offer. This statement of requirements must be sufficiently detailed for JT to meet the JT defined solution for the Alternative Operator's Access requirements;
2. If the Statement of Requirements is considered by JT to be insufficient to set out a comprehensive technical solution, JT shall notify the Alternative Operator within 7 (seven) working days of receipt of the Statement of Requirements. This notification shall include a list of detailed questions and requests for data that are not supplied within the Alternative Operator's Statement of Requirements.
3. If the Statement of Requirements is sufficient to enable JT to proceed and document a comprehensive technical solution for the Alternative Operator's Wholesale FTTx Access requirements, JT shall dispatch a

documented solution to the Alternative Operator within 45 (forty five) working days of receipt of the satisfactory statement of requirements.

4.2 JT and the Alternative Operator shall negotiate in good faith with a view to reaching agreement on a comprehensive Network Plan within 1 (one) month of JT's notification of the JT proposed technical solution being received by the Alternative Operator, unless otherwise agreed between JT and the Alternative Operator in writing.

4.3 Once the technical solution is agreed between JT and the Alternative Operator, the plan shall become known as the approved Network Plan and included in the proposed Wholesale FTTx Access Agreement between JT and the Alternative Operator.

4.4 Wholesale FTTx Access shall be provided in accordance to the related Service Schedule, Appendix 1 of this RO.

4.5 The actual Point of Interconnection and the service handover shall be where the JT Network connects with the Licensee Network and shall be a physical point agreed between JT and the Licensee (AO).

4.6 The ordering periods for new access service shall be as defined in the Service Level Offer Appendix 4 of this RO.

4.7 For avoidance of doubt the service requested by the AO's should be within JT FTTx Access Network coverage specified in the area(s) listed in Annex D (part D.3.).

4.8 The request for Wholesale FTTx Access service by AO shall comply with the procedure in 4.1., and as per the process defined in Appendix 2 (Annexes), Annex-E of this RO; JT still has the right to reject any request for service in accordance to article (195) of the TRC Interconnection Instructions, and shall respond to the AO with a copy to the TRC, justifying the reason(s) of rejection.

4.9 The two Parties accept to cooperate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves services provided under any service provided under this RO.

5. ACCESS SERVICES

5.1 The Service Schedule/s attached to this Reference Offer provide detail on the services JT provide under this Reference Offer.

5.2 The Service Level Offer provides details on the timescales for delivery of services and the in-service quality standards provided.

6. CHARGING FOR ACCESS SERVICES

6.1 The charging structure for Wholesale FTTx Access Services is described in the related Service Schedule. The method of reviewing requests for the charges given in the Service Schedule is described in clause (19) hereof.

6.2 The charges for each service included in this Reference Offer are set out in the Price List (Appendix 2- Annex F).

For changes related to service prices, JT must inform and notify the TRC on these changes at least one-month prior informing Alternative Operators; and JT must inform Alternative Operators one-month prior to changes coming into effect. Alternative Operators have the right to stop ordering new services affected by the price changes for any new period.

7. BILLING AND PAYMENT

7.1 JT shall bill Alternative Operator in accordance with the procedures outlined in Annex B.

7.2 The charges in this Reference Offer are exclusive of government taxes unless such charges are stated to be inclusive of government taxes. However, government taxes shall be charged on invoices resulting from an acceptance of this Reference Offer.

7.3 Invoices are due and payable in Jordanian Dinar. Invoices are payable within 30 (thirty) Calendar Days (the Due Date) from the date of dispatch of the invoice.

7.4 JT shall provide the Alternative Operator with invoices of all amounts due to it, calculated in accordance with the Price List, or as amended by JT from time to time.

7.5 JT has the right to agree with the Alternative Operator on different method on billing and payment that complies with JT's systems and procedures.

8. FINANCIAL GUARANTEE

8.1 The Licensee shall provide JT with an unconditional financial guarantee the value and terms of which shall be agreed upon by JT and the Licensee in the Wholesale FTTx Access Agreement. This amount shall not exceed the value of the 4 (four) most recent months' actual invoices for Services, or the value of the next four months' anticipated invoices for the Services, whichever is the greater. The financial guarantee, including its value, shall be maintained at all times, unless otherwise agreed between JT and the Licensee, according to this criteria until the

Licensee's financial obligations under the Wholesale FTTx Access Agreement are fully satisfied.

8.2 Notwithstanding clause 16.2, in the event that the Licensee fails to maintain the bank guarantee in accordance with clause 8.1 above, any subsequent serving of a Breach Notice by JT shall require such breach to be remedied by the Licensee within 5 (five) working days.

8.3 The unconditional financial guarantee shall be in form of:

- a. Bank guarantee; or
- b. Cash deposit.

8.4 The financial guarantee shall be effective from the date of signing the Wholesale FTTx Access Agreement.

8.5 The financial guarantee, including its value, shall be maintained at all times, according to this criterion until the Wholesale FTTx Access Agreement is terminated and the Alternative Operator's financial obligations are fully fulfilled.

8.6 The Alternative Operator has no right to claim any interest rate or benefits as a result of the cash deposit guarantee.

9. NETWORK DESIGN AND PLANNING

9.1 Network design and planning of the Network Access shall be in accordance with the Network Plan as agreed between JT and the Alternative Operator, and in accordance to the related service schedule.

9.2 The Network Plan shall be reviewed and updated by JT and the Alternative Operator on an annual basis unless a more frequent review is agreed between JT and the Alternative Operator.

9.3 In addition to the production of the Network Plan, JT and the Alternative Operator shall revise the forecasts for existing Access connection service as per the procedure set out in Annex E. The forecast shall be included in the Network Plan and updated in accordance with the procedure at Annex E.

9.4 The forecasts provided between JT and the Alternative Operator represent the good faith expectations of the Licensees of their Wholesale FTTx Access requirements. In the event that actual Wholesale FTTx Access activation should be less than that forecast, no punitive penalty shall be applied by JT. For the avoidance of doubt, JT reserves the right to recover, from Alternative Operator, its unavoidable costs incurred as a result of the shortfall in Access ordered, according to the forecasting procedures set out at Annex E, by JT. In the event that the Alternative Operator should request activation of orders beyond that

forecasted, JT shall use reasonable endeavours to meet this requirement with no commitment to execute such orders.

10.NETWORK ALTERATION, SAFETY AND PROTECTION

10.1 Each Licensee is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Reference Offer to ensure that its Network does not:

a. Endanger the safety or health of employees, contractors, agents or customers of the other Licensee;

or

b. Damage, interfere with or cause any deterioration in the operation of the other Licensee's Network.

10.2 Neither JT nor the Alternative Operator shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the TRC.

10.3 The Alternative Operator shall be responsible for protecting JT's network integrity and meeting the technical specifications and standards stated in JT's related documents.

10.4 Unless otherwise prevented due to circumstances out of its control, JT undertakes to give the Alternative Operators prior written notification of (5) days' notice of any scheduled changes that may substantially impact the Services and to publish any amendments to the relevant technical documents and annexes that may be necessary.

10.5 JT may in future also consider changing the number of OLT sites operated in its network as JT may deem necessary in view of its technological and market needs. In such cases JT will endeavour to give the Alternative Operators advance notice of any such changes in all cases not less than 5 days' notice.

10.6 JT shall not be liable to compensate the Alternative Operators in any manner for any costs incurred by the Alternative Operators as a result of changes to JT's infrastructure delivering the Service to the Alternative Operator including but not limited to the number of OLTs.

11.QUALITY OF SERVICE

11.1 JT shall provide Wholesale FTTx Access Services at the same quality of service level as for similar services provided to JT retail operation, and in accordance to the related service schedule.

11.2 The Service levels provided by JT under this Reference Offer are defined in Appendix 4 : Service Level Offer.

12.PROVISIONING, OPERATION AND MAINTENANCE

12.1 The procedures for the installation and testing as well as for the continued operation and maintenance thereof shall be governed by the provisions of the Operations and Maintenance Manual.

13.PROVISION OF INFORMATION

13.1 The Alternative Operator shall sign NDA prior to start the negotiation and agree on the requirements of the Service provision.

13.2 Subject to the obligations of JT or the Alternative Operator's confidentiality to a Third Party, either may request, and the other shall provide, information on protocols in use by that other Licensee which are required for the provision of services specified in this Reference Offer if such other Licensee has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

13.3 Notwithstanding any provision of this Reference Offer JT or the Alternative Operator shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure and JT or the Alternative Operator, as appropriate, have taken all reasonable steps to secure the consent of such Third Party.

13.4 The Disclosing Licensee shall use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

13.5 JT and the Alternative Operator shall disclose information in accordance with this clause 13 on a non-discriminatory basis and each shall provide the same information to the other as it does to those licensees with whom it provides similar services to.

13.6 Subject to clause 21 hereof, the Receiving Licensee shall indemnify the Disclosing Licensee and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure

by the Receiving Licensee to comply with any reasonable conditions imposed and expressly identified and notified to Receiving Licensee, including those relating to confidentiality as per clause 17, by the Disclosing Licensee at the time when the information was provided.

13.7 Nothing in this Reference Offer shall require a Licensee to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Jordanian legislation or regulation

14.RESOLUTION OF DISPUTES

14.1 In the event of a dispute or difference arising between or amongst JT and the Alternative Operator relating to or arising out of an this Reference Offer or related agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the agreement, JT and the Alternative Operator shall meet within 10 (ten) working days of written notice of the dispute or difference from one Licensee to the other (or such longer time as mutually agreed by the Licensees in writing) to negotiate in good faith in an effort to settle such dispute or difference, and if the dispute or difference is not resolved to the Licensees' satisfaction within 5 (five) working days of the meeting (or such longer time as mutually agreed by the Licensees in writing), the Licensees shall proceed as follows:

1. Within 2 (two) working days, the dispute or difference shall be referred to a joint committee of the Licensees' respective chief executive officers or alternates appointed by them. The chief executive officers or appointed alternates shall use their best endeavors to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a period 15 (fifteen) working days of the matter being referred to them (or such longer time as mutually agreed by the Licensees in writing);
2. Such dispute or difference shall be referred to the TRC for determination if either or both parties so request or in the alternative if both parties agree then the matter may proceed to arbitration.

14.2 During any dispute or difference the parties shall keep their networks connected for the provision of services between their respective networks. No party shall disconnect the other party's network without the prior approval of the TRC and any party seeking to bring about such disconnection may make representations to the TRC. The TRC shall give due consideration to the matter and may seek representations from the other party prior to making any determination regarding the disconnection of the said networks.

15.ARBITRATION

15.1 Notwithstanding the provisions of Clause 14 above, the Licensees shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 10 (ten) working days, the said dispute or difference may be submitted to arbitration by an arbitrator or arbitrators appointed as follows:

15.2 If the matter in dispute is principally:

- a) a legal matter, an impartial practising lawyer(s) of not less than 10 (ten) years standing;
- b) an accounting matter, an impartial practising chartered accountant(s) of not less than 10 (ten) years standing;
- c) a technical matter, an impartial telecommunications expert of not less than 10 (ten) years standing;
- d) any other matter, an independent person(s) agreed upon between the parties;
- e) If the parties fail to agree on an arbitrator within 10 (ten) working days after the arbitration has been demanded, the arbitrator shall be nominated at the request of either of the parties by the TRC;

15.3 Any Licensee may request that a dispute or difference in terms of Clause 14 be referred to arbitration by giving written notice to that effect to the other Licensee

15.4 The arbitration shall be held immediately and with a view to its being completed within 15 (fifteen) working days after it is demanded.

15.5 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each party in the outcome of the proceedings.

15.6 The decision of the arbitrator shall be binding on the parties to the arbitration after the expiry of a period of 30 (thirty) working days from the date of the arbitrators ruling and provided that no appeal has been lodged by any party to a competent court as provided for under the Jordanian Arbitration Law.

16.BREACH, SUSPENSION AND TERMINATION

16.1 If one Licensee's Network seriously and adversely affects the normal operation of the other Licensee's Network, or is a threat to any person's safety, the affected Licensee shall immediately inform the affecting Licensee and the TRC. The affecting Licensee shall take immediate action to resolve the problem and in the event that normal operation is not restored in 4 (four) hours or if the

matter is extreme in terms of its impact on the Licensee's customers or the safety of personnel, the affected Licensee may suspend, to the extent necessary, such of its obligations under this Reference Offer, and for such period as it may consider reasonable to ensure the normal operation of the affected Licensee's Network or to reduce the threat to safety. Such suspension shall be notified in writing to the TRC offices and by telephone to the TRC nominated contact point and may continue beyond 12 (twelve) hours unless the TRC instructs otherwise.

16.2 If either Licensee is in material breach of the Wholesale FTTx Access Agreement consequent upon this Reference Offer (including failure to pay an undisputed sum due hereunder), the other Licensee may serve a written notice (the "breach notice") on the Licensee in breach specifying the breach and the time limit for such breach to be remedied. If the Licensee in breach fails to remedy the breach within 28 (twenty-eight) Calendar Days, or such longer period as specified in the breach notice, the Licensee not in breach may, until such breach is remedied, suspend performance of such of its obligations made

under the said Wholesale FTTx Access Agreement as is reasonable in the circumstances. Except in the case of failure to pay an undisputed sum due hereunder or a failure to maintain the bank guarantee in accordance with clause 8.1, the Licensee in receipt of the breach notice may raise a Dispute under clause 14. In such circumstances the breach notice and any suspension or termination consequent upon this shall be in abeyance until the Dispute is resolved and will be withdrawn if required by the outcome of any Dispute resolution process. In all cases where a breach notice is issued the Licensees shall immediately notify TRC in writing.

16.3 If the Licensee in breach fails to remedy the breach within the period stated in the breach notice, the Licensee not in breach may terminate the Wholesale FTTx Access Agreement with the Licensee in breach on 3 (three) Calendar Months' written notice provided always that if the Licensee in breach remedies the breach within such 3 (three) Months' notice period, the Wholesale FTTx Access Agreement shall not be terminated as a result of such notice. Such termination shall be notified in writing to the TRC at least 28 (twenty-eight) Calendar Days prior to the end of the foregoing notice period and may be implemented unless the TRC instructs otherwise.

16.4 The Wholesale FTTx Access Agreement may be terminated by either Licensee by written notice forthwith (or on the termination of such other period as such notice may specify) if any one of the following occurs:

1. The other Licensee ceases to be a Licensed operator; or
2. The Alternative Operator is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up

has been passed or judicial manager has been appointed over the whole or substantial part of its assets or property, or any action is taken by any creditor of the Alternative Operator to recover, realize or enforce any security over any assets of the Alternative Operator or to enforce any judgment against the Alternative Operator; or

3. In case the service provided is considered not more commercially feasible to JT; or
4. In case the the service is not more technically feasible.

16.5 In the event that the Wholesale FTTx Access Agreement is terminated:

1. All sums due or accrued or payable to JT under the Agreement up to the termination date shall upon termination become immediately due and payable to JT
2. Each Licensee shall within a reasonable time, but not more than one month later, return to the other Licensee at its own expense all equipment, facilities, plant and other property of the other Licensee used under the Agreement in good working condition, fair wear and tear only excepted; and
3. Each Licensee shall within a reasonable time, but not more than one month later, remove all of that Licensee's equipment, facilities, plant and other property located on the other Licensee's premises used under the Wholesale FTTx Access Agreement; and
4. Any guarantee that has been established pursuant to the Wholesale FTTx Access Agreement shall be cancelled by JT such guarantee is made, subject to the fulfilment of the obligations set out in this clause 16.5.

16.6 If one month after the expiry of the Agreement, a Licensee fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Licensee (or a Third Party appearing to have control of a site where such equipment is situated) the first Licensee may demand reasonable compensation from the other Licensee which shall be paid by the other Licensee within 10 (ten) Calendar Days of the date of the demand.

16.7 A Licensee shall be entitled to charge the other Licensee all reasonable costs incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Licensee has failed to return under clause 16.5.2 within one month of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.

16.8 A Licensee may remove the other Licensee's equipment if applicable, facilities, plant and other property located on its premises if not removed by the other Party within one month after the date of termination.

- 16.9 On termination of the Agreement, each Party must, at its own expense, deliver to the other Party or, if not possible, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 16.10 Termination of the Agreement shall not be deemed a waiver of a breach of any term or condition of the Wholesale FTTx Access Agreement and shall be without prejudice to a Licensee's rights, liabilities or obligations that have accrued prior to such termination.
- 16.11 Notwithstanding the termination of the Agreement certain sections as shall be specified in the Wholesale FTTx Access Agreement shall continue in full force and effect.
- 16.12 A Licensee's right to terminate or suspend performance of the Wholesale FTTx Access Agreement in accordance with this clause 16 is without prejudice to any other rights or remedies available to that Licensee.

17.CONFIDENTIALITY

- 17.1 JT and the Alternative Operator shall conclude a confidentiality agreement (NDA) as part of the Wholesale FTTx Access Agreement. This will follow normal practice and provide for the non-disclosure of confidential information to third parties and as provided under Jordanian Law.
- 17.2 Information provided by one Licensee to the other for the purposes of Wholesale FTTx Access services shall only be used by that Licensee for the purposes of Wholesale FTTx Access services and shall not be made generally available within the other Licensee's company.

18.INTELLECTUAL PROPERTY RIGHTS

- 18.1 Except as otherwise expressly provided in this Reference Offer or the Wholesale FTTx Access Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether registered or not) and all other intellectual property rights (intellectual property) shall remain in the ownership of the person creating or owning the same and nothing in this Offer or the Wholesale FTTx Access Agreement shall confer or be deemed to confer on either Licensee any rights or licenses in the intellectual property of the other Licensee or of any third party.
- 18.2 Without prejudice to Clause 18.1, neither Licensee shall be entitled to use any trademarks or service marks (whether registered or not) of the other

Licensee in any document or other medium, without the prior written consent of the other Licensee.

19. REVIEW

19.1 The Reference Offer and the Wholesale FTTx Access Agreement consequent upon it shall be reviewed and updated when JT finds it necessary updated periodically following approval by the TRC. JT and / or the Alternative Operator may seek to amend the Wholesale FTTx Access Agreement by serving on the other a review notice if:

1. Either Licensee's license is materially modified (whether by amendment or replacement); or
2. Any obligations contained within the Interconnection Instructions are materially altered; or
3. A material change occurs in the law or regulations governing telecommunications in Jordan; or
4. The Wholesale FTTx Access Agreement makes express provision for a review or the Licensees agree in writing that there shall be a review; or
5. A material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Offer or any Wholesale FTTx Access Agreement made pursuant to it

19.2 A review notice shall set out in reasonable detail the issues to be discussed between JT and the Alternative Operator.

19.3 A Licensee may initiate a general review of the Wholesale FTTx Access Agreement by serving a review notice during the period of 3 (three) Months commencing from the effectiveness date of the Reference Offer.

19.4 The charges for Wholesale FTTx Access Services are set out in the Price List (Appendix 2, Annex F) for the Service Schedules shall, in any case, be reviewed when JT finds it necessary. JT reserves the right to do adjustments to pricing (whether to increase or decrease), due to, but not limited to:

- Change in exchange rate.
- Change in inflation rate.
- Change in supplier price.
- Change in market reviews and conditions.

All changes on prices will be applicable to new customers and customer renewals only, for avoidance of doubt, the price changes will apply only on any new service orders from Alternative Operators dated after price change notification, and will not be applied or impact the old customers/subscribers or their recurring fees.

- 19.5 JT and the Alternative Operator shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to the Wholesale FTTx Access Agreement.
- 19.6 For the avoidance of doubt, JT and the Alternative Operator agree that notwithstanding service of a review notice, the Wholesale FTTx Access Agreement shall remain in full force and effect.
- 19.7 If JT and the Alternative fail to reach agreement on the subject matter of a review notice the provisions of clause 15 hereof shall apply.
- 19.8 JT and the Alternative Operator shall enter into an agreement to modify or replace the Wholesale FTTx Access Agreement in accordance with what is agreed between the Licensees and subject to the TRC's approval.

20.FORCE MAJEURE

- 20.1 Neither JT or the Licensee shall be liable for any breach of the Agreement caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with law, regulations or demands of any Government or Governmental agency, pandemics, , fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensee is responsible or any other cause outside its reasonable control and any such event or circumstance is considered as force majeure.
- 20.2 A Licensee whose obligations under the Agreement are affected by force majeure shall promptly notify the other of the estimated extent and duration of the effects of force majeure ("Force Majeure Notification").
- 20.3 Upon cessation of the effects of force majeure, the Licensee affected in its ability to perform its obligations under the Agreement shall promptly notify the other Licensee.
- 20.4 If as a result of force majeure, the Licensee is prevented to perform its obligations under the Agreement, that Licensee shall, subject to the provisions of clause 20.6, perform those of its remaining obligations not affected by force majeure. In performing those of its obligations not affected by force majeure, the Licensee initially affected by force majeure shall deploy its resources such

that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Licensee.

20.5 To the extent that a Licensee is prevented as result of a force majeure from providing all of the services or facilities to be provided under this Offer, the other Licensee shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

20.6 Following a Force Majeure Notification and if the effects of such force majeure continue for:

1. a continuous period of not more than 6 (six) Months from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to clause 20.3) any obligation outstanding shall be fulfilled by the Licensee initially affected by force majeure as soon as reasonably possible after the effects of force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Licensee;
2. a continuous period of 6 (six) Months or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to clause 20.3), the Licensee receiving the Force Majeure Notification shall be entitled (but not obliged) to terminate the Wholesale FTTx Access Agreement by giving not less than 30 (thirty) working Days written notice to the other Licensee, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Licensee receiving the Force Majeure Notification prior to the expiry of the 30 (thirty) working Days notice. If the Wholesale FTTx Access Agreement is not terminated in accordance with the provisions of this clause 20.6.2, any obligations outstanding shall be fulfilled by the Licensee initially affected by force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Licensee.

21.NOTICES

21.1 A notice shall be duly served if:

1. delivered by hand, and exchanged for a signed receipt, at the time of actual delivery;
2. sent by email, upon its receipt being confirmed;

3. sent by recorded delivery post, 6 (six) Calendar Days after the Day of posting.

21.2 Except if otherwise specifically provided all notices and other communications relating to an acceptance of this Offer shall be in writing and shall be sent as follows:

If to the Licensee:

Account Manager	Telephone	[]
The Licensee.		[]
	Email	[]

If to *JT*:

Account Manager,	Telephone	[]
------------------	-----------	---	---

<i>JT</i>	Email	[]
-----------	-------	---	---

or to such other addresses as the Licensees may notify from time to time pursuant to this clause 21. Both Licensees dispense with the requirement for notarial notices under the Laws of Jordan.

22. LIMITATION OF LIABILITY

22.1 This clause 22 shall regulate the liability of one Licensee to the other under this Reference Offer.

22.2 In performing their obligations under the Wholesale FTTx Access Agreement, the Licensees shall exercise the reasonable skill and care of a competent telecommunications operator/provider of the service and to comply with its obligations under the Wholesale FTTx Access Agreement.

22.3 Subject to clauses 22.5 and 22.6, neither Licensee shall be liable to the other Licensee (whether in contract under statute or otherwise for any cause other than for willful or deliberate breach, negligence, acts or omissions) for:

1. Any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
2. Any other consequential or indirect liability, loss, or damage, suffered by the other Licensee and arising from or in connection with the Wholesale FTTx Access Agreement.

- 22.4 Subject to clauses 22.2 and 22.3, if a Licensee (“Breaching Licensee”) is in breach of any of its obligations under the Wholesale FTTx Access Agreement (excluding obligations arising under the Wholesale FTTx Access Agreement to pay monies in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), the Breaching Licensee’s liability to the other Licensee shall be limited to JD 10,000 (ten thousand Jordanian Dinars) for any one event.
- 22.5 Neither Licensee limits its liability for death or personal injury caused by its own negligence.
- 22.6 Neither Licensee shall be liable to the other to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Licensee in relation to an act or omission relating to or arising out of the Wholesale FTTx Access Agreement by a Third Party to whom the other Licensee provides a telecommunication service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Licensee.
- 22.7 Each provision of this clause 22 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 22.8 For the avoidance of doubt, neither Licensee shall be liable for any breach of the Wholesale FTTx Access Agreement caused by the delay or failure of any supplier to deliver equipment to that Licensee at the prescribed time.

23.ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 23.1 Without prejudice to the Wholesale FTTx Access Agreement no rights, benefits or obligations made under an Wholesale FTTx Access Agreement may be assigned or transferred, in whole or in part, by a Licensee without the prior written consent of the other Licensee, such consent not to be unreasonably withheld.
- 23.2 The assigning Licensee shall give notice to the other licensee of any assignment permitted to be made with the other licensee’s consent as soon as practicable. No assignment shall be effective without the prior written consent of the TRC.

24.WAIVER

- 24.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Reference Offer shall not be construed as a waiver of any other term or condition of this Reference Offer. No waiver shall be

valid unless it is in writing and signed on behalf of the Licensee making the waiver.

25.SEVERABILITY

25.1 The invalidity, unenforceability of any provision in the Wholesale FTTx Access Agreement shall not affect the validity or enforceability of the remaining provisions.

26.GOVERNING LAW

26.1 The interpretation, validity, and performance of any Wholesale FTTx Access Agreement pursuant to this Reference Offer shall be governed in all respects by the laws in Jordan, including the Telecommunication Law, and the parties submit to the exclusive jurisdiction of the courts of Jordan.

27.DURATION

27.1 This Offer shall take effect as from [XXXX] and shall continue in effect until superseded by JT with a revised Offer and approved by TRC.

Wholesale FTTx Access Reference Offer (RO)

Jordan Telecom Company

Appendix 1: Service Schedule 301 Wholesale VULA Service over FTTx (VULA Service)

Definitions and Interpretations

VULA is the acronym for Virtual Unbundled Local Access; means a service by which a Licensee requesting that service uses a virtual connection provided by another, the VULA provider to provide services to subscribers connected to the VULA provider's next generation access network. VULA is a form of wholesale access service in which the interconnection occurs locally at the Optical Line Termination (OLT) (i.e., the device that serves as the endpoint of a passive optical network). Thus, virtual unbundling should allow for a similar level of flexibility in the retail product design as physical unbundling.

Bitstream over FTTx (BS): a type of wholesale access services, where a Licensee who owns and operates FTTx access network provides a high-speed data link based on GPON to the other Licensee user premises/home, considering an end-to-end service between the NNI that connects both Licensees networks at a given handover point, aggregating the traffic from multiple number of users.

GPON is the acronym for Gigabit Passive Optical Networking – means a variant of PON technology.

FTTx is the acronym for Fiber to the customer premises (Home/Business) (residential and Corporate).

Gbps is the acronym for Gigabits per second.

CPE – means Customer Premises Equipment (s).

Access Network Service – Equivalent to VULA or Bitstream service.

Mbps is the acronym megabits per second.

ODF is the acronym for Optical Distribution Frame – means a location in a JT site where OLO / AO optical fiber cable connected from input side and optical patch cables connected to OLT from other side with interconnection between the cables.

OLO is the acronym for Other Licenced Operator – means a collective term for a telecommunications services provider.

AO is the acronym for Alternative Operator – means a collective term for a telecommunications services provider.

OLT is the acronym for Optical Line Termination – means the GPON network equipment that terminates the ODN fiber(s) in JT sites.

ONT is the acronym for Optical Network Terminal – means the GPON network equipment that terminates the access fiber in the customer premises and provide different connectivity to end the customer (ethernet, WiFi, IPTV and pots).

PON is the acronym for Passive Optical Network – means a type of telecommunications-fibre access network deployed using optical splitters.

NNI is the acronym for Network-Network Interface – means a demarcation point between JT and OLO/ AO equipment.

ODN is the acronym for Optical Distribution Network – means the passive PON infrastructure connecting JT site(CO-OLT) with customer premises (ONT).

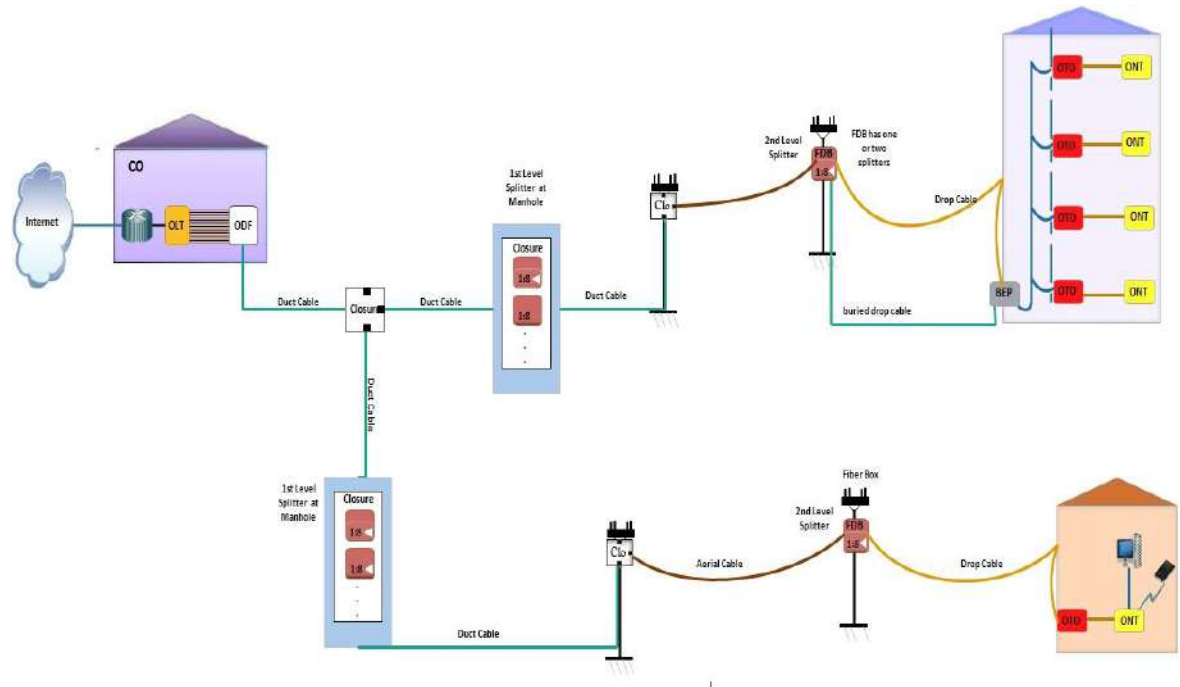
1. Service Description

The following diagram explains JT FTTx Access Network topology explaining structure and elements, consisting of OLT(s) considered to be the delivery node(s) in none aggregated format to AO(s) equipment at the Point of Interconnection at JT CO where the AO equipment shall be terminated at the same JT CO of the OLT.

The Handover shall be on the OLT - new OLO ODF node.

1.1 FTTx Principles and Definitions

The deployments of fixed access networks including FTTx are typically segmented in 3 parts : Feeder NW (consist of duct and L1 splitting), distribution NW (consists of Poles / ducts, distribution cables and L2 Splitting) and Local Loop (Drop cables, BEP and OTO).



1.2 VULA service grants access to the active and passive elements of the FTTx network and ethernet transport component to AO. JT transports the service to a fixed location using standard point-to-multi-Points access mechanism (GPON), whereas OLT equipment is used to serve multiple end users consuming different services.

VULA allows the AO to connect to JT FTTx networks to offer broadband services to its customers by implementing its own service access profiles adapted to the specific needs of its retail customers.

1.3 Description of Service

JT provides end users with ONT equipment that are installed at end user premises and delivers traffic up to (1000) Mbps. This Service is restricted to be for IP based services), JT will not guarantee the quality of service for added value applications above the IP layer. The AO acknowledges that the VULA service provided is for the physical access only where the quality of the IP based services provided by AO is under his full control and responsibility.

VULA provides end users access to IP services by preparing central office connectivity whereas AO install and connect fiber to ODF – OLT, whereas OLT will route the end user traffic to AO via its fiber cable. The service will be presented via an ODF patch panel in connectivity room connecting to one or more 10 Gbps optical Ethernet ports of JT OLT.

1.4 User to Network Interface

The user to network interface of the VULA service is presented on the ONT installed at the customer premises. JT will install the fiber physical link up to the ONT and make sure that all optical power readings are within the acceptable international standard range, commission the ONT with the GPON network and conduct a standard service testing with the end customer to make sure that the service is delivered, service quality and performance is managed by JT.

JT provide the end user ONT as mandatory part of VULA service, and the AO End User is served by OLT from the nearest JT site.

1.5 Network to Network Interface

JT site(s) will be supported by one or more GPON OLTs. The NNI offered by JT are 10Gbps Ethernet interfaces.

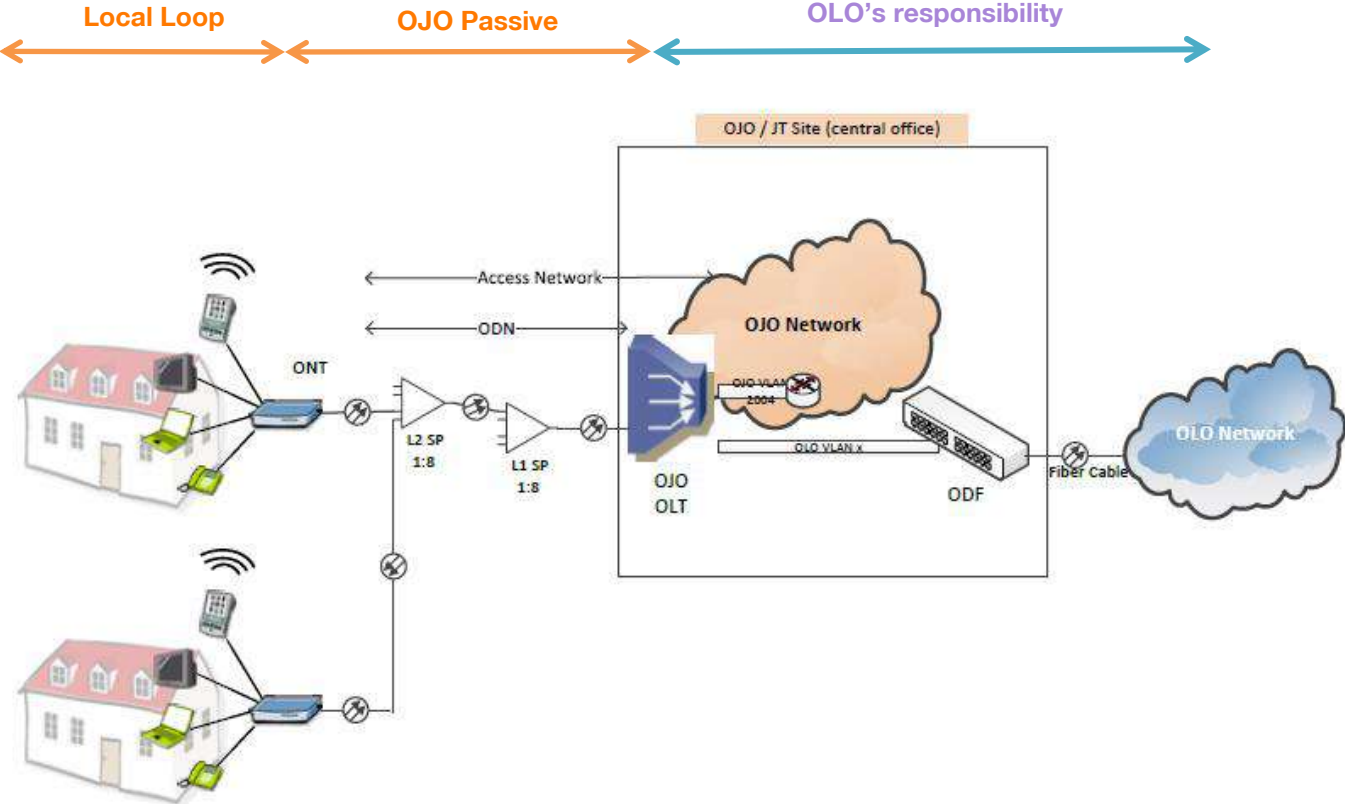
Default connectivity over single NNI, however redundancy is an option can be provided.

Connectivity between the AO collocated Equipment and the AO's premises is not part of the VULA Service over FTTx and/or the related RO.

1.6 Network Planning

AO shall provide JT with forecasted number of installations/activations on targeted year – 6 months basis along with the expected traffic size which will be used by JT to dimension the network expansion and plan for supply chain of the materials or accessories that are used to provision the needed service.

1.7 VULA Network diagram



2. Term and Commitment of Service

- 2.1 The term and commitment under this Service Schedule is 24 months.
- 2.2 The term and commitment of service validity start from the date of handover of the VULA Service over FTTx Access, or the ready for service date (RFS).
- 2.3 Any service cancellation before the end of term and/or commitment period shall be subjected to immediate charge and payment in accordance to billing and payment part in Annex B of this RO, prorated value for remaining period of that term and commitment.
- 2.4 VULA service may be reserved up to six (6) months in advance, provided that the request for reservation is reasonable, the facilities are available, the relevant reservation forms have been completed, and charges have been paid to JT. For the avoidance of doubt, the Alternative Operator shall pay a cost for the reservation which is equal to the actual charges of the VULA service. However, in case the Alternative Operator did not activate the VULA service within six (6) months, the reservation will be withdrawn automatically, without a need for notice.
- 2.5 JT may at any time cease to supply the VULA service to the Alternative Operator by the end term of the last activated order submitted by the Alternative Operator. The Alternative Operator shall not request the VULA Service for any further End User.
- 2.6 The AO End User is served by OLT from the nearest JT site as per JT FTTx network engineering design.

3. Responsibilities

- 3.1 Responsibilities of Jordan Telecom (JT):
 - a. JT will keep the full ownership of the equipment and network elements that belong to it and that have been installed by JT or on behalf of JT and that are used to provide VULA Service over FTTx to the AO.
 - b. The ONT at the End User's site will be provided by JT according to VULA service over FTTx as per diagram above based on International Telecommunication Union (ITU) standards and pre-testing and verifying of Customer Premises Equipment (CPE) by JT.
 - c. JT remains solely responsible to define the equipment and technologies used in its network, as well as for determining the evolution in the said equipment and technologies.

- d. JT is not responsible for the content of the communications conveyed by making use of its VULA service over FTTx.
- e. JT -in the VULA over FTTx is responsible for the installation of drop cables, indoor cable and OTO at end User premises through itself or through their approved third party.
- f. JT is responsible for the operation & maintenance of the ONT for VULA Service over FTTx. JT will have the responsibility for the provision, repair and the maintenance of the JT related elements of VULA service over FTTx.
- g. JT has the right to reject the Service request when it is technically uncovered, unfeasible, or when the network integrity is endangered, or if the areas are not within the areas mentioned in appendix 2, Annex D.3.
- h. JT will offer the VULA service to the AO when there is sufficient, available, qualified and unreserved ports or associated facilities at the requested site/s.

3.2 Responsibilities of the AO:

- a. The AO shall fulfill all authentication, authorization and addressing functions, including the internet access, customer profiles and definitions, customer billing, and any other services interfacing the end customer.
- b. Communicate to JT in accordance with predefined process related to order handling and fault handling of this Service.
- c. To pay in due time the invoices sent by JT to cover the VULA Service over FTTx access.
- d. The AO shall, independently of JT, manage all aspects of the relationship with its End Users and shall be fully responsible for all End User inquiries, including but not limited to inquiries concerning product and service information, fault reports, and technical issues and settlement. For the avoidance of doubt, JT is not obliged to respond to queries from and/or handle customer care issues of the AO's End Users.
- e. The AO shall ensure that its End Users do not make unauthorised use of and/or damage to JT's equipment and/or installations and do not in any way interfere in the same.
- f. The AO acknowledges that despite JT's efforts and good intentions it is not possible for JT to provide a fault free Service. Any such faults shall be dealt with and resolved as per the fault reporting and fault resolution procedure spelt out in the Reference Offer and any applicable service level as contained in Operations and Maintenance Manual.

3.3 Obligations on both parties (Licensees):

- a. In case of cancellation, whether it is a cancellation upon the AO request or cancellation as a result of JT has suspended offering the VULA service over FTTx Access, JT has the right to get the ONT fee as stated in the price list.
- b. The AO agrees that from time to time it may be necessary for JT to temporarily suspend the Service during periods of repair, essential maintenance or alteration or upgrade to JT's network.
- c. JT & the AO (jointly referred to as the Parties or individually as the Party) shall use the reasonable commercial endeavors to provide information as the other Party may reasonably require in order for both Parties to perform their obligations towards each other.
- d. In the case of planned outage JT will give the AO five (5) Working Days' notice prior to such suspension of Service by referring to Operation & Maintenance Manual Section, JT will restore the Service as soon as possible after such suspension. The Service has still to be charged during the suspension of the service.
- e. Both Parties shall comply with the predefined processes such as service provisioning, fault handling, billing, procedures and standards set out in the VULA service over FTTx Access in accordance to this service schedule, and any development related to this Service as some may be updated or modified from time to time, Appendix 3 : Operation and Maintenance Manual.
- f. Both Parties shall cooperate to maintain the continuity of the Service according to their responsibility stated in this service schedule.
- g. JT reserves its right to recover the cost of repair if any reported fault to JT is not under JT's responsibility ("Intervention Fees" will be applicable) as per the mentioned fault responsibilities in the VULA service over FTTx Access fault handling process.

4. Service Fees & Charges

- a. The price structure for the VULA Service over FTTx will consist of several products, which are defined by the speeds listed in Annex F. JT may introduce at its sole discretion other speeds on a phased basis depending on but not limited to the market demand.
- b. JT VULA service over FTTx Access is subject to a monthly rental charge per speed as specified in the price list in Annex F, and to one time Installation charges upon Service delivery.
- c. JT VULA service over FTTx Access is subject to NNI fees (monthly recurring fee based on traffic aggregation volume, and one time installation fees), as specified in the price list in Annex F.
- d. Other fees might apply as specified in the price list in Annex F.

**Wholesale FTTx Access
Reference Offer (RO)**

Jordan Telecom Company

**Appendix 1: Service Schedule 302
Wholesale Bitstream Service over FTTx
(BS Service)**

Definitions and Interpretations

VULA is the acronym for Virtual Unbundled Local Access; means a service by which a Licensee requesting that service uses a virtual connection provided by another, the VULA provider to provide services to subscribers connected to the VULA provider's next generation access network. VULA is a form of wholesale access service in which the interconnection occurs locally at the Optical Line Termination (OLT) (i.e., the device that serves as the endpoint of a passive optical network). Thus, virtual unbundling should allow for a similar level of flexibility in the retail product design as physical unbundling.

Bitstream over FTTx (BS): a type of wholesale access services, where a Licensee who owns and operates FTTx access network provides a high-speed data link based on GPON to the other Licensee user premises/home, considering an end-to-end service between the NNI that connects both Licensees networks at a given handover point, aggregating the traffic from multiple number of users.

GPON is the acronym for Gigabit Passive Optical Networking – means a variant of PON technology.

FTTx is the acronym for Fiber to the customer premises (Home/Business) (residential and Corporate).

Gbps is the acronym for Gigabits per second.

CPE – means Customer Premises Equipment (s).

Access Network Service – Equivalent to VULA or Bitstream service.

Mbps is the acronym megabits per second.

ODF is the acronym for Optical Distribution Frame – means a location in a JT site where OLO / AO optical fiber cable connected from input side and optical patch cables connected to OLT from otherside with interconnection between the cables.

OLO is the acronym for Other Licenced Operator – means a collective term for a telecommunications services provider.

AO is the acronym for Alternative Operator – means a collective term for a telecommunications services provider.

OLT is the acronym for Optical Line Termination – means the GPON network equipment that terminates the ODN fiber(s) in JT sites.

ONT is the acronym for Optical Network Terminal – means the GPON network equipment that terminates the access fiber in the customer premises and provide different connectivity to end the customer (ethernet, WiFi, IPTV and pots).

PON is the acronym for Passive Optical Network – means a type of telecommunications-fibre access network deployed using optical splitters.

NNI is the acronym for Network-Network Interface – means a demarcation point between

JT and OLO/ AO equipment.

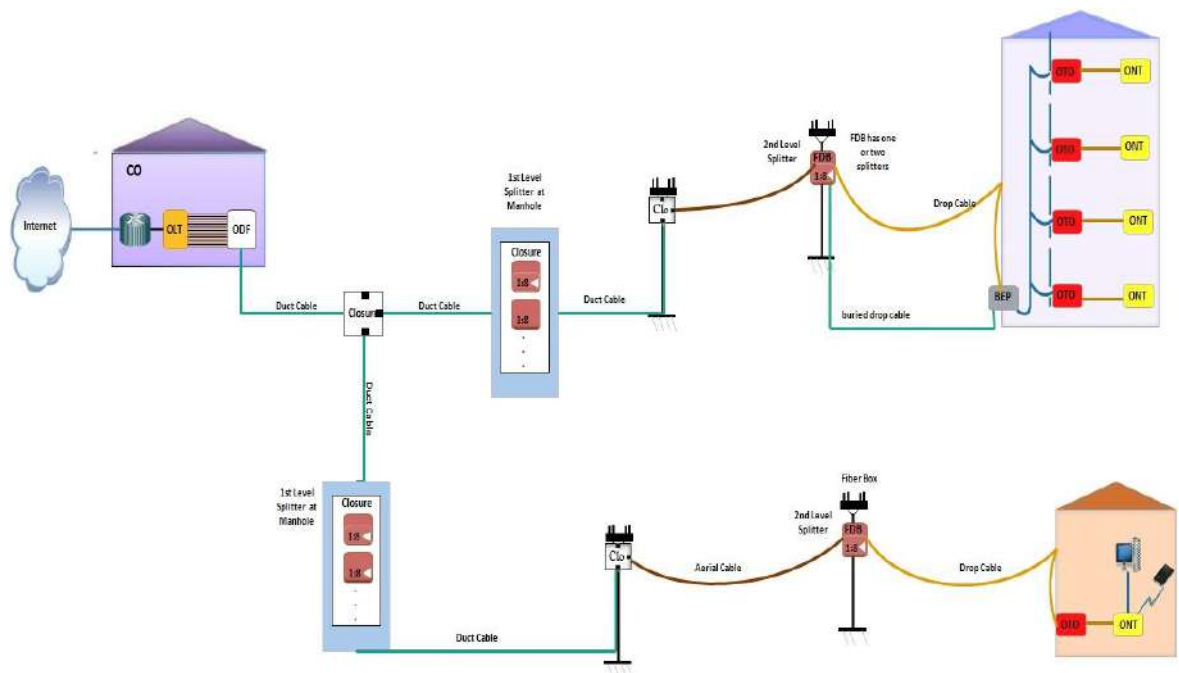
ODN is the acronym for Optical Distribution Network – means the passive PON infrastructure connecting JT site(CO-OLT) with customer premises (ONT).

1. Service Description

The following diagram explains JT FTTx Access Network topology explaining structure and elements, consisting of OLT at JT CO, Optical Fiber feeder cables, splitters, ODB, distribution fiber cables, drop cables and ONT.

1.1 FTTx Principles and Definitions

The deployments of fixed access networks including FTTx are typically segmented in 3 parts : Feeder NW (consist of duct and L1 splitting), distribution NW (consists of Poles / ducts, distribution cables and L2 Splitting) and Local Loop (Drop cables, BEP and OTO).

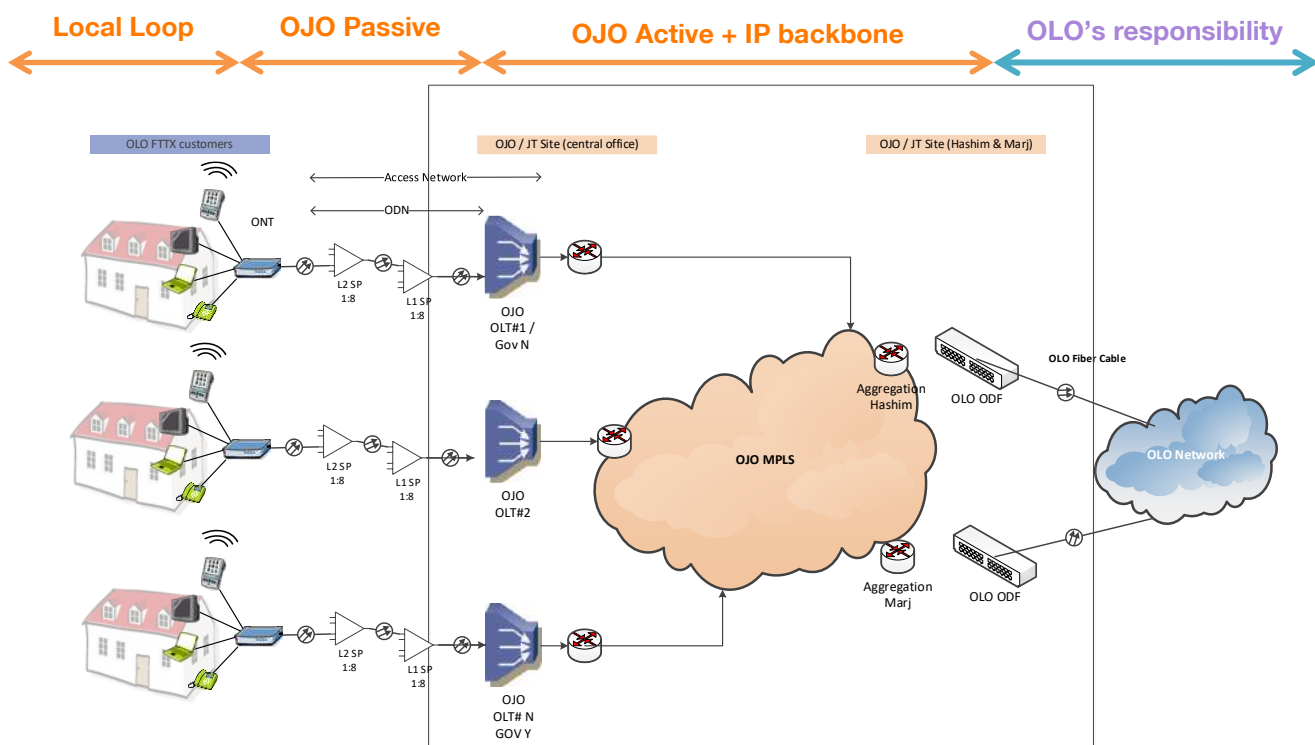


1.2 Bitstream service over FTTx access is defined as fixed broadband access product, through which JT offers its FTTx access network to the AO to provide IP based services (Internet and VoIP) to AO's retail customers.

JT routes Broadband IP traffic originated on AO retail subscriber ONT through The Bitstream service over fiber access by the active sharing methodology consist of GPON OLT /MPLS NW.

1.3 OLTs are part of the JT data network for delivery through MPLS NW to aggregation point to the AO's Interconnect Node, where the AO Interconnect Node shall be collocated at JT Data Center.

- 1.4 JT will deliver the ONT and the internal wiring to the AO's retail subscriber as a bundle, connecting the ONT to a single strand of fiber up to the OLT and make sure that all optical power readings are within the acceptable international standard range, commission the ONT with the GPON network and conduct a standard service testing with the end customer to make sure that the service is delivered, service quality and performance is managed by JT.
- 1.5 Network to Network Interface
 JT site(s) will be supported by one or more GPON OLTs. The NNI offered by JT are 10Gbps Ethernet interfaces.
 Default connectivity over single NNI, however redundancy is an option can be provided.
 Connectivity between the AO collocated Equipment and the AO's premises is not part of the Bitstream over FTTx Service and/or the related RO.



- 1.6 Network Planning
 AO shall provide JT with forecasted number of installations/activations on targeted year – 6 months basis along with the expected traffic size which will be used by JT to dimension the network expansion and plan for supply chain of the materials or accessories that are used to provision the needed service.

2. Term and Commitment of Service

- 2.1 The term and commitment under this Service Schedule is 24 months.
 2.2 The term and commitment of service validity start from the date of handover of the Bitstream Service over FTTx Access, or the ready for service date (RFS).

- 2.3 Any service cancellation before the end of term and/or commitment period shall be subjected to immediate charge and payment in accordance to billing and payment part in Annex B of this RO, prorated value for remaining period of that term and commitment.
- 2.4 Bitstream service may be reserved up to six (6) months in advance, provided that the request for reservation is reasonable, the facilities are available, the relevant reservation forms have been completed, and charges have been paid to JT. For the avoidance of doubt, the Alternative Operator shall pay a cost for the reservation which is equal to the actual charges of the Bitstream service. However, in case the Alternative Operator did not activate the Bitstream service within six (6) months, the reservation will be withdrawn automatically, without a need for notice.
- 2.5 JT may at any time cease to supply the Bitstream service to the Alternative Operator by the end term of the last activated order submitted by the Alternative Operator. The Alternative Operator shall not request the Bitstream Service for any further End User.

3. Responsibilities

3.1 Responsibilities of Jordan Telecom (JT):

- a. JT will keep the full ownership of the equipment and network elements that belong to it and that have been installed by JT or on behalf of JT and that are used to provide Bitstream Service over FTTx to the AO.
- b. The ONT at the End User's site will be provided by JT according to Bitstream service over FTTx as per diagram above based on International Telecommunication Union (ITU) standards and pre-testing and verifying of Customer Premises Equipment (CPE) by JT.
- c. JT remains solely responsible to define the equipment and technologies used in its network, as well as for determining the evolution in the said equipment and technologies.
- d. JT is not responsible for the content of the communications conveyed by making use of its Bitstream service over FTTx.
- e. JT -in the Bitstream over FTTx is responsible for the installation of the drop cables, indoor cable and OTO at the End User premises through itself or through their approved third party.
- f. JT is responsible for the operation & maintenance of the ONT for Bitstream Service over FTTx. JT will have the responsibility for the provision, repair and the maintenance of the JT related elements of Bitstream service over FTTx.
- g. JT has the right to reject the Service request when it is technically uncovered, unfeasible, or when the network integrity is endangered.

- h. The Bitstream service over FTTx access will be available to any AO within the coverage of the JT FTTx network, where JT will offer the Bitstream services to the AO when there is sufficient, available, qualified and unreserved ports or associated facilities at the requested site/s.

3.2 Responsibilities of the AO:

- a. The AO shall fulfill all authentication, authorization and addressing functions; including the internet access, customer profiles and definitions, customer billing, and any other services interfacing the end customer.
- b. Communicate to JT in accordance with predefined process related to order handling and fault handling of this Service.
- c. To pay in due time the invoices sent by JT to cover the Bitstream Service over FTTx access.
- d. The AO shall, independently of JT, manage all aspects of the relationship with its End Users and shall be fully responsible for all End User inquiries, including but not limited to inquiries concerning product and service information, fault reports, and technical issues and settlement. For the avoidance of doubt, JT is not obliged to respond to queries from and/or handle customer care issues of the AO's End Users.
- e. The AO shall ensure that its End Users do not make unauthorised use of and/or damage to JT's equipment and/or installations and do not in any way interfere in the same.
- f. The AO acknowledges that despite JT's efforts and good intentions it is not possible for JT to provide a fault free Service. Any such faults shall be dealt with and resolved as per the fault reporting and fault resolution procedure spelt out in the Reference Offer and any applicable service level as contained in Operations and Maintenance Manual.
- g. In order to avail of Bitstream service over FTTx access, the AO must have established a Data Interconnect Link (DIL), either collocated, between its Interconnect Node and the JT OLT/SR at the JT site. The DIL is not part of the service if the OLO equipment is not collocated in JT site.

3.3 Obligations on both parties (Licensees):

- a. In case of cancelation, whether it is a cancellation upon the AO request or cancellation as a result of JT has suspended offering the Bitstream service over FTTx Access, JT has the right to get the ONT fee as stated in the price list.
- b. The AO agrees that from time to time it may be necessary for JT to temporarily suspend the Service during periods of repair, essential maintenance or alteration or upgrade to JT's network.
- c. JT & the AO (jointly referred to as the Parties or individually as the Party) shall use the reasonable commercial endeavors to provide information as the other Party may reasonably require in order for both Parties to perform their obligations towards each other.

- d. In the case of planned outage JT will give the AO five (5) Working Days' notice prior to such suspension of Service by referring to Operation & Maintenance Manual Section, JT will restore the Service as soon as possible after such suspension. The Service has still to be charged during the suspension of the service.
- e. Both Parties shall comply with the predefined processes such as service provisioning, fault handling, billing, procedures and standards set out in the Bitstream service over FTTx Access in accordance to this service schedule, and any development related to this Service as some may be updated or modified from time to time, Appendix 3: Operation and Maintenance Manual.
- f. Both Parties shall cooperate to maintain the continuity of the Service according to their responsibility stated in this service schedule.
- g. JT reserves its right to recover the cost of repair if any reported fault to JT is not under JT's responsibility ("Intervention Fees" will be applicable) as per the mentioned fault responsibilities in the Bitstream service over FTTx Access fault handling process.
- h. Both parties agree the Service is restricted to be for IP based services (Internet and VoIP), JT will not guarantee the quality of service for added value applications above the IP layer.
- i. The two Parties accept to cooperate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves services provided under this Service.

4. Service Fees & Charges

- a. The price structure in the Bitstream service over FTTx access will consist of several products, which are defined by the speeds listed in Annex F. JT may introduce and upon its sole discretion of other speeds on a phased basis depending on the market demand.
- b. JT Bitstream service over FTTx access is subject to a monthly rental charge per speed as specified in the price list in Annex F, and to Installation charges are paid once prior to service delivery.
- c. JT Bitstream service over FTTX Access is subject to NNI fees (monthly recurring fee based on traffic aggregation volume, and one time installation fees), as specified in the price list in Annex F.
- d. Other fees might apply as specified in the price list in Annex F.

**Wholesale FTTx Access
Reference Offer (RO)**

Jordan Telecommunications Company

Appendix 2: ANNEXES

ANNEX – A: Definitions

Active Network Access Service

means collectively the VULA and Bitstream over FTTX service.

Alternative Operator: the other Licensee who agrees with this RO, and interested to provide and carry out some activities related to the service schedule under this wholesale RO.

Alternative Operator End User: the other licensee or service provider end user.

Backhauling – means the carriage of network traffic between network locations; in particular between edge network locations and core network locations.

Billing Period The stated interval at which billing takes place under this RO.

Billing Information That information which must be provided by the Billing Licensee, in accordance with this reference offer, in support of invoices issued under an acceptance of this RO, as agreed by JT and the Licensee to enable the billed Licensee to validate an invoice.

Billing Licensee The Licensee requiring payment from the other Licensee (AO) for the provision of wholesale services to that Licensee.

Bitstream over FTTx (BS): a type of wholesale access services, where a Licensee who owns and operates FTTx access network provides a high-speed data link based on GPON to the other Licensee user premises/home, considering an end-to-end service between the NNI that connects both Licensees networks at a given handover point, aggregating the traffic from multiple number of users.

Calendar The Gregorian calendar

Cancellation Request the information received by JT from the AO to withhold or stop the service according to specific details.

Commencement Date is date the service activation start, the service is considered up and running, accepted and delivered by the AO.

CoS is the acronym for Class of Service – means a technical parameter which identifies the network performance requirements for a group of network applications e.g. voice, video and internet.

CPE – is the acronym for Customer Premises Equipment and is defined as the communication equipment installed in the customer physical location to activate service between service provider and customer.

Customer Premises – means a physical location where the Customers are provided with the Customer Communication Services through Jordan Telecom Network.

CVLAN – means Customer VLAN.

Date of handover such date the accepted service is delivered by the JT to the AO's customer.

Day The 24-hour period during which the Earth completes one rotation on its axis.

DC is an acronym for Direct Current – means a type of electricity supply.

Dispute has the meaning defined under clause 14 of the Agreement.

Dwelling or dwelling – means a house, flat, or other independent place of residence that is uniquely identifiable (for consumer and business Customer).

EDGE POP/ Central Office (CO) – means a Jordan Telecom site that terminates GPON ODN segments and houses GPON OLTs.

Effective Date the date in which both JT and Alternative Operator agree on the Wholesale Access Agreement to start and be active.

Emergency Event the event that indicates any of the cases defined under clause 20 of the main document of the Wholesale FTTx Access Reference Offer.

End User Any natural or legal person with whom Service provider or Licensee has entered into an agreement for the provision of publicly available telecommunication services.

Fault Report is the official notification from any Licensee to the other that identifies a network, or service problem or incident, affecting the provided services to their end users.

FCP is the acronym for Fiber Connection Point, which is the passive element from which the drop fiber cable is run to connect the customer premises.

Force Majeure – has the meaning defined under clause 20 of the main document of the Wholesale FTTx Access Reference Offer.

Forecast is the future estimate or calculation for the sales volume based on a specific sales cycle.

Forecasting Procedures is the process and procedure identified in annex E.1.

FTTH is the acronym for Fiber-to-the-Home.

Gbps is the acronym for Gigabits per second.

GPON is the acronym for Gigabit Passive Optical Networking – means a variant of PON technology.

Intellectual Property Right has the meaning defined under clause 18 of the Wholesale FTTx Access Reference Offer.

IP is the acronym for the Internet Protocol, which is the method or protocol by which data is sent from one terminal to another on the Internet. Each terminal on the Internet has at least one IP address that uniquely identifies it from all other terminals on the Internet.

IP Network the infrastructure components, terminals, or elements which are connected together, using Internet Protocol for data transmission from any source to a certain destination, with all related configurations, architecture, and services.

IP Traffic is the traffic conveyed using Internet Protocol and means any data relating to a communication by means of a computer system, generated by an information system that forms part in the chain of communication, indicating its origin, destination, path or route, time, date, size, duration or type of underlying network service.

IPoE is the acronym for Internet Protocol over Ethernet – means an encapsulation technology used in broadband access networks.

IPv4 is the acronym for Internet Protocol Version 4 – means a network layer protocol used in the Internet.

IPv6 is the acronym for Internet Protocol Version 6 – means a network layer protocol used in the Internet.

ITU-T the International Telecommunication Union (ITU) is the United Nations specialized agency in the field of telecommunications. The ITU Telecommunication Standardization Sector (ITU-T) is a permanent organ of ITU. ITU-T is responsible for studying technical, operating and tariff questions and issuing Recommendations on them with a view to standardizing telecommunications on a worldwide basis.

Joint Technical Committee is the committee as described in annex C.1.2.

Jordan Telecom Installation team – means the installers that Jordan Telecom will use in order to install the CPE/ONT at the premises of the Customer's Subscribers and to provide the other services.

Jordan Telecom NMC is the acronym for Network Management Center.

JT is the acronym of Jordan Telecommunication

JT Network is the Jordan Telecom network component, architecture and specification as described in annex D.1.

KPI is the acronym for Key Performance Indicators.

KPO is the acronym for Key Performance Objective.

Licensee A Jordanian company established under the Companies Law that holds a License

License The authorization granted by the TRC, or the contract or license agreement signed between the TRC and a Person (including all appendices and schedules attached thereto), to allow a Person to establish, operate, and manage a Public Telecommunications Network, or provide Public Telecommunications Services, or use Radio Frequencies pursuant to the provisions of the Telecommunications Law and the by-laws and instructions issued pursuant thereto

Mbps is the acronym megabits per second.

Measures means generally recognized technical and/or economic parameters to be used to assess Jordan Telecom's KPI and/or KPO and as benchmark as Best-in-class standards.

Month 30 calendar days

MPLS is the acronym for Multi-Protocol Label Switching – means a technology for forwarding network traffic.

National POP – means a Jordan Telecom site aggregating Edge POPs and providing handover for Bitstream national services.

NDA is the acronym of Non-Disclosure Agreement

Network the JT Telecommunications Network or the Other Licensee Telecommunications Network as the case may be and/or indicated by the context, with total infrastructure operated by any to provide telecommunications services.

Network Plan The specific design and characteristics of wholesale services between JT and the other Licensee (operator) including, but not limited to Fiber Access network, capacity, traffic forecasts, configuration and IT systems.

NNI is the acronym for Network-Network Interface – means a demarcation point between Jordan Telecom network and the Alternative Operator network.

NOC is the acronym for Network Operations Centre – means an organizational unit within a telecommunications service provider, tasked with ensuring the network and its critical supporting systems operate correctly.

ODF is the acronym for Optical Distribution Frame – means a location in a POP or CO where optical patch cables can be interconnected.

ODN is the acronym for Optical Distribution Network – means the passive PON infrastructure connecting Jordan Telecom Edge POP with Customer premises.

OLO is the acronym for Other Licensed Operator – means a collective term for a telecommunications services provider (including the Customer)

OLT is the acronym for Optical Line Termination – means the GPON network equipment that terminates the access fiber in Jordan Telecom Edge POP.

ONT is the acronym for Optical Network Terminal – means the GPON network equipment that terminates the access fiber in the Customer premises.

Operations and Maintenance Manual is the document developed by service provider which describes all processes and procedures required and sets out principles by which JT and the Alternative Operator shall maintain and operate the network elements that makes up the Wholesale FTTx Access Services.

Order Form is the official approved form from other Licensee (operator) submitted to JT for describing the required to supply a wholesale FTTx access service, comprises the technical specification and characteristics and the commercial terms.

OTDR is the acronym for Optical Time-Domain Reflect meter – means a device for measuring the optical characteristics of fiber.

OTN is the optical transport network.

Outage – means an event which makes any of the Wholesale Services (whether in whole or in part) not available for normal use by the Customer and the Customer's Subscribers.

Party A party to the any wholesale services agreement.

Parties both Jordan Telecom and the other Licensee

Person means any individual, company, corporation, partnership, joint venture, consortium, government or governmental entity.

Planned Outage – means any Outage which Jordan Telecom, in its sole discretion, plans and schedules in advance of such Outage occurring.

PON is the acronym for Passive Optical Network – means a type of telecommunications-fibre access network deployed using optical splitters.

POP is the acronym for Point of Presence – means a physical facility of a telecommunication service provider, housing network and/or application-layer equipment.

POI is the acronym for Point Of Interconnect, the demarcation point between Licensees, JT and the AO physical Network.

Ready for Service Date (RFS) such date in which the ordered service is considered tested, accepted and operational, or delivered by the AO.

Reference Offer a published document pursuant to the TRC regulations and decisions defining a standard set of technical and commercial terms by which JT offers interconnection and other wholesale services to other Licensees/operators.

Response time the time required for JT contact center to acknowledge a ticket from AO.

RFA is the acronym for Ready for Activation.

RFC is the acronym for Ready for Connection.

Roll Out Plan – means the roll out plan forecasted for the deployment of Jordan Telecom Network.

Schedule(s) is (are) the VULA and Bitstream service schedule(s) of the Wholesale FTTx Access Reference Offer.

Service Request is the notification sent by the OLO to JT inquiring about services related to this RO.

SLA is the acronym for Service Level Agreement.

SVLAN – means Service-VLAN.

Technical Account Manager is the representative assigned by JT to manage and communicate with the AO regarding any technical or operational issues related to services provided by JT to the AO, according to this RO and its appendices.

Telecommunications Law ' or 'Law' the Telecommunications Law of 1995 and applying the doctrine of implied repeal this shall be read as – Law No 13 of 1995 and its amendments.

Third Party Any Party, other than JT and the Licensee (AO).

TP is an acronym for Termination Panel – means an optical patch panel terminating Jordan Telecom Optical Distribution Network, which is then connected to either a Jordan Telecom or OLO OLT.

Traffic the data carried or transmitted over a communication system, or network.

TRC is The Telecommunications Regulatory Commission of Jordan

TTF OLO – means a patch panel in Jordan Telecom OLO room for connection to Jordan Telecom access and backhaul services.

UNI is the acronym for User-Network Interface – means a demarcation point between Jordan Telecom and the Customer equipment in the Customer premises.

VLAN is the acronym for Virtual Local Area Network – means a technology for forwarding Ethernet traffic.

VULA is the acronym for Virtual Unbundled Local Access; means a service by which a Licensee requesting that service uses a virtual connection provided by another, the VULA provider to provide services to subscribers connected to the VULA provider's next generation access network. VULA is a form of wholesale access service in which the interconnection occurs locally at the Optical Line Termination (OLT) (i.e., the device that serves as the endpoint of a passive optical network). Thus, virtual unbundling should allow for a similar level of flexibility in the retail product design as physical unbundling.

Week a period of 7 calendar days

Year a period of 365 calendar days

Wholesale Local Access (WLA) Wholesale service allowing a Licensee (OLO) to access and take control of the physical connection between another Licensee's customer's premises and a local exchange.

Wholesale Broadband Access (WBA) Wholesale service allowing a Licensee (OLO) to provide retail broadband services without investing in a local access network, by relying on a limited number of interconnection points to the broadband network of another Licensee.

ANNEX - B: BILLING AND PAYMENT

B.1. Wholesale FTTx Access SERVICE

- B.1.1 This clause refers to the service described in the Service Schedule related to the Wholesale FTTx Access Service.
- B.1.2 Billing shall be carried out in accordance with charging structure outlined in the Service Schedule and at the rates detailed in the Price List. The Alternative Operator shall pay JT the applicable Charges for the Service as set out in the Wholesale FTTx Access Service Price List.
- B.1.3 The commencement of charging the setup fees for the Wholesale FTTx Access Service in any site shall be from the date of delivering the order and service readiness in that site in accordance to the set up fees set out in Service Schedule.
- B.1.4 The Commencement of charging the monthly fees shall be upon the delivery of the service to the Alternative Operator under the terms of this Wholesale FTTx Access Service Reference Offer and Access Service Agreement.
- B.1.5 Billing shall involve an initial invoice for Installation and Rental Costs from the Commencement Date of Charging to the start of the next Billing Period. Thereafter invoicing will be monthly in advance.
- B.1.6 The AO shall be liable for payment of the full invoice no later than thirty (30) days from the date of the invoice.
- B.1.7 Billing and payment for the Service are as set out in the Wholesale FTTx Access Service price list.
- B.1.8 Billing disputes between the JT and the Alternative Operator shall be resolved in accordance to clause 14 of the Main Offer document.
- B.1.9 The AO is obliged to and shall pay on due the un-disputed amounts of any billed charges/fees in accordance to the related service schedule, without any holding or delay of payment against these amounts as a result to dispute on other amounts within the same billing.

ANNEX - C: MANAGEMENT OF WHOLESALE FTTx ACCESS SERVICE

C.1 MANAGEMENT OF WHOLESALE FTTx ACCESS SERVICE

C.1.1 Account management

C.1.1.1 JT shall appoint a Technical Account Manager and a Commercial Account Manager to deal with the Alternative Operator from the initial request for Wholesale FTTx Access Service, to coordinate communication on Wholesale FTTx Access matters.

C.1.1.2 JT and the Alternative Operator shall agree to hold a meeting within 5 (five) working days of a meeting being formally requested by either Licensee.

C.1.2 Joint Technical Committee

C.1.2.1 JT shall establish a Joint Technical Committee with the Alternative Operator.

C.1.2.2 The Joint Technical Committee shall discuss and agree on the technical, operational, planning, billing and service aspects, with authority to take decisions on these matters.

C.1.2.3 The Joint Technical Committee shall consist of equal representatives, including technical and commercial staff, from both parties to be agreed upon between JT and the Alternative Operator; the committee may be amended from time to time upon mutual agreement as appropriate.

C.1.2.4 The joint technical committee shall meet on a regular basis not less than twice a year and upon request in cases of emergency with the meetings planned in advance. The agenda may include, among the other items raised by either party, the following items:

- Need for new Points of delivery of Wholesale FTTx Access service
- Analysis of service quality
- Discussion of capacity requirements
- Future forecasts
- Discussion and analysis of faults during the period since the previous meeting
- Discussion of billing processes
- Provision of relevant information and discussion of changes to either network or to the service

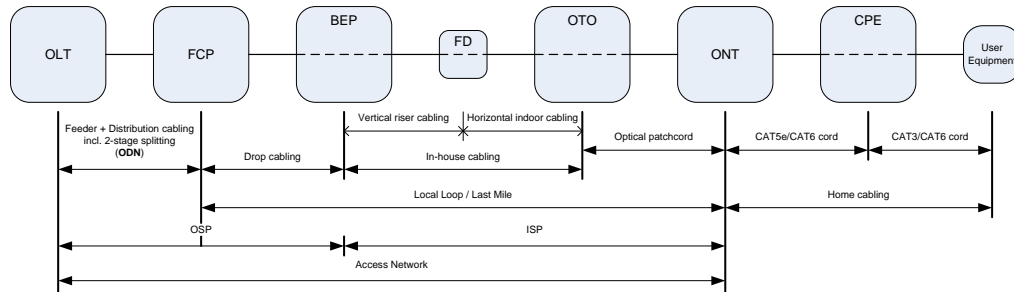
C.2 Records of Access Service

C.2.1 JT and the Alternative Operator shall maintain a database of all in-service access links, data ports and any other relevant information in order to facilitate the management of the Wholesale FTTx Access Service. These databases contain the following information, as applicable, for each access service and shall be reviewed and reconciled if necessary from time to time.:

1. Service Reference number.
2. In-service date.
3. A-end (CO) delivery point name and location.
4. Subscription profile (access connection speed, commitment).
5. Service Price.

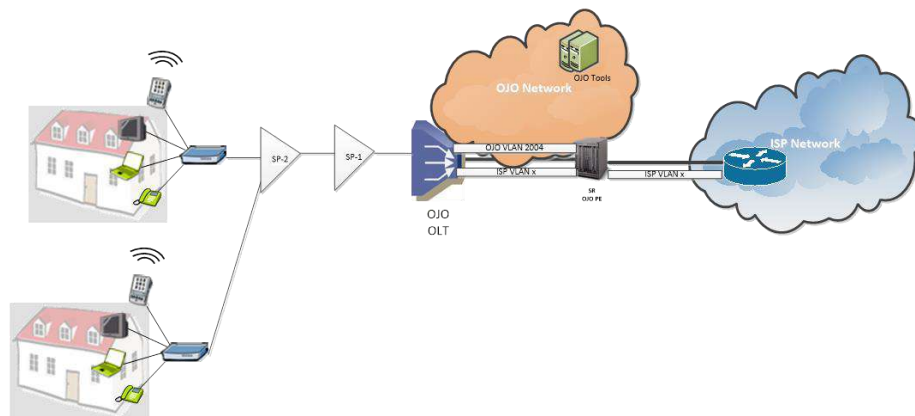
ANNEX – D: TECHNICAL INFORMATION

D.1 JORDAN TELECOM Active and Access Network



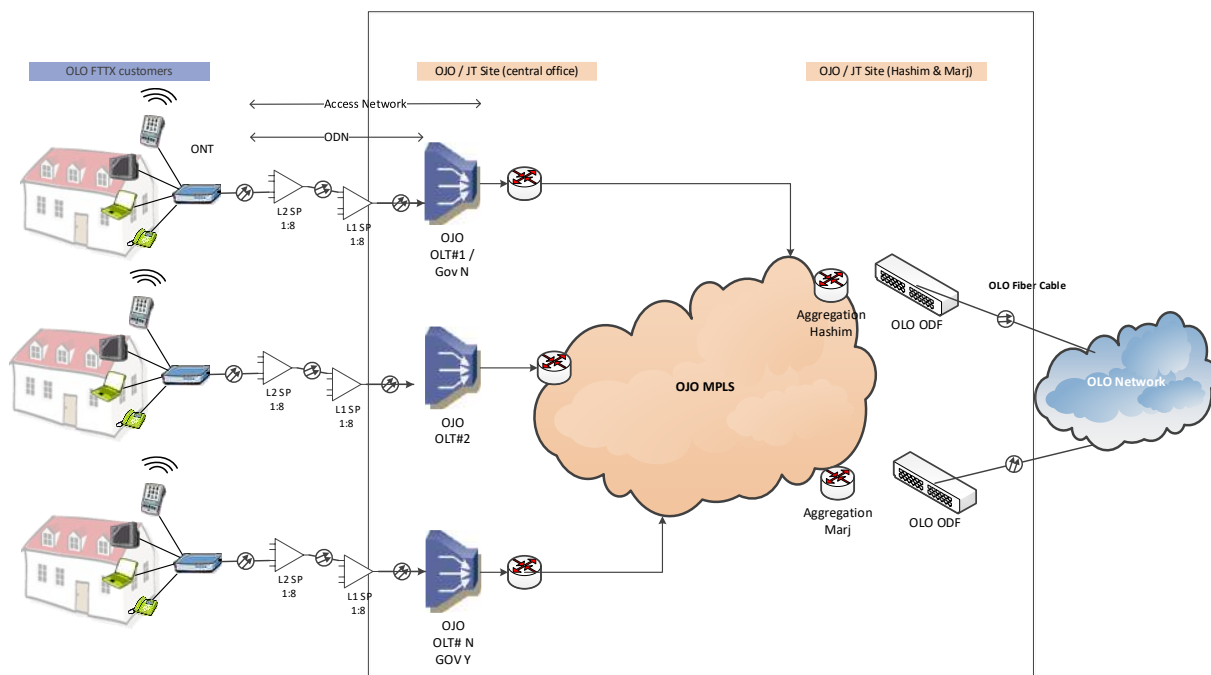
D.2 VULA and Bitstream Technical Solution Diagrams

VULA: Integration with Alternative Operator will be done at CO hosting the OLT, by having direct link(L2) between JT OLT and Alternative Operator ODF.



VULA technical solution diagram

Bitstream (National): The traffic for a certain governorate/City can be aggregated into single point of aggregation and carried on OJO transmission backbone and delivered in Amman colocation sites.



Bitstream technical solution diagram

D.3. JT Network Coverage

The network coverage maps in governorates areas will be exchanged upon request with the AOs after finalizing the needed legal Non-Disclosure Agreements.

The Wholesale FTTx Access services will be provided in the covered areas of the following governorates:

1. JT covered areas in Karak
2. JT covered areas in Jerash
3. JT covered areas in Madaba

ANNEX – E: WHOLESALE FTTx ACCESS PROCESSES

The purpose of this Annex is to define the joint operational procedures relating to smooth implementation of the Wholesale FTTx Access Agreement during its enforcement period. This Annex is not a legal document but supports the Agreement and describes the mutually agreed processes between the Parties, which will be used to manage the ongoing operational activity associated with delivery of the Service.

This Manual deals with the normal activities which arise from the operation of the Wholesale FTTx Access Agreement. The activities, which are covered by this Annex, are divided into the following categories:

- Forecasting process
- Pre-provisioning processes
 - Planning of new points of Access
 - Ordering process
 - Service Handover
- Post-provisioning processes
 - Order Cancellation
 - Fault Reporting Procedure

E.1 FORECASTING PROCESS

FORECASTING PROCEDURE OF ACCESS SERVICE REQUIREMENTS

E.1.1 In the period leading up to commencement of Service but not less than four (4) months before commercial launch, the Alternative Operator must provide JT with a forecast “Forecast” of access links requirements. This Forecast shall be in terms of the in service access links at the end of any particular Forecast period. Following commencement of the Service and for the duration of the Agreement, the Alternative Operator shall submit binding monthly Forecasts to JT at three-month intervals covering the subsequent six months. Each Forecast shall cover all aspects of the Service that is expected to be active at the end of each month covered by the Forecast period, and the Forecast will be used by the JT to:

- plan resources in advance;
- procure the required equipment to meet the Alternative Operator forecasted demand;
- activate the required core network capacity in the correct time frame to meet the accepted demand in the Forecast.

E.1.2 These three-month periods shall start on the following designated dates: 1 January, 1 April, 1 July and 1 October of each year where the Agreement is still enforceable. Rolling Forecast shall be used to minimise Forecast errors.

E.1.3 If Alternative Operator provides erroneous Forecasts, JT reserves the right to charge for any over forecast in excess of ten (10) percent and not to honour the obligations of delivery target dates set out in the agreed service level agreement in case of under forecast in excess of ten (10) percent.

- E.1.4 If Forecasts are not received by agreed date, JT reserves the right to not honour the obligations of delivery target dates set out in the agreed service level agreement.

**E.2 PRE-PROVISIONING PROCESS
PLANNING OF NEW POINTS OF ACCESS**

- E.2.1 Prior to making Access available on new sites at the area specified by JT for the Service Provision, JT and the Alternative Operator, shall have completed all commissioning and testing activities in accordance with the recommendations of JT including but not limited to inter-working testing within its own network,

E.3 ORDERING PROCESS

A web tool or the email address provided by JT will be available for online order based on JT provided & approved maps of covered areas. The interested Alternative Operator should sign an agreement with JT and then receive a user name and a changeable password to access the web tool on the JT website. In addition, there will be an email address assigned to exchange the Service Orders status under handling team responsibilities and it will be provided by JT upon agreement signature.

E.3.1 Request for service or speed upgrade or downgrade,

- E.3.1.1 A request for Wholesale FTTx Access services detailed in Service Schedules shall be placed by the Alternative Operator using the web tool .

- E.3.1.3 For speed upgrade or downgrade, the order shall be submitted through the web tool , the order will be proceeded & speed modification fees should be paid.

E.3.2 Order processing

- E.3.2.1 All the relevant sections of the Order request on the web tool must be completed for an order to be valid. The request should be sent by the web tool .

- E.3.2.2 Upon receipt of the order, the JT Commercial Account Manager shall review the form for validity. A response shall be sent to the Alternative Operator within two (2) working days of receipt of an order, stating whether the order is accepted or not.

- E.3.2.3 In case of not acceptance in whole or in part, the Alternative Operator shall receive the reply from JT through the Email or via the web tool.

E.3.3 Lead times for delivery

E.3.3.1 Lead times for delivery vary according to the type of service and requirements. Lead times for delivery are detailed in the Service Level Offer.

- JT will respond (response time) to operator registered request through the web tool within two (2) working days.
- JT delivery time for service over fibre access is :
 - ✓ 90% within (12) working days from receiving a valid order.
 - ✓ 100% within (15) working days from receiving a valid order.
Excluding customer appointment time, GAM approvals and any other authorities' required approvals, or obstacles.

E.4 SERVICE HANDOVER

E.4.1 Once the requested service is implemented, JT Commercial Account Manager shall fill the Service Handover section on the order form, and update the web interface tool service is installed stating the handover date. The form should be sent to the Alternative Operator together with a report detailing the result of testing.

E.4.2 The Alternative Operator should confirm receipt of delivery and acceptance of the service by email or acknowledgment via web tool, within twenty-four (24) hours of receipt of JT notification.

E.5 POST-PROVISIONING PROCESS ORDER CANCELLATION

E.5.1 Order cancellations must be notified to JT by the Alternative Operator in accordance with clause 21 of the Main Offer and shall incur charges as per the relevant Service Schedule for the specific service.

E.6 FAULT REPORTING PROCEDURE

E.6.1 In the event that a fault is discovered by either Party, a trouble ticket shall be sent to the other Party either by calling Orange Business Services or by email. The fault shall be considered rectified when the Party whose fault that was on its network confirms by email to the other Party that the case may be considered closed. The Party receiving the trouble ticket shall provide email acknowledgement to the ticket with a corresponding ticket reference.

E.6.2 The intervention fees shall be paid in the case of having a repeated fault, or in case a technical team sent for a 2nd visit to the End-User's premises to solve a fault whether it is related or not to Jordan telecom network or technical operations..

E.7 IMPLEMENTATION

Milestone	Period	Actions
Request Assessment	2 working days from receiving a service request	<ul style="list-style-type: none"> - Accept the request Or <ul style="list-style-type: none"> - Reject the request with justification And <ul style="list-style-type: none"> - Notify the alternative Operator with request status
Alternative Operator Response to JT notification	1 working day from receiving JT Notification	<ul style="list-style-type: none"> - Proceed with the order and pay the setup fees Or <ul style="list-style-type: none"> - Cancel the order
Service Implementation	Within 10 working days after receiving a confirmation from the Alternative Operator	<ul style="list-style-type: none"> - Necessary equipment to be ordered and installed - GAM approvals, and other authorities permits time are excluded
Service Acceptance test	Immediately after service implementation.	<ul style="list-style-type: none"> - Follow acceptance test procedure
Service Delivery (starting receiving Access end users applications from Alternative Operator)	Immediately after acceptance test.	<hr/>

ANNEX – F: WHOLESALE FTTx ACCESS PRICE LIST

A. VULA CHARGING

- i. The active fees (setup-onetime) for the active access services are presented in the table below:

Activation Service Category	Price (JD/ subscriber)
Activation fee – New line	10

- ii. The active fees (recurring) for the active access services are presented in the table below:

Service	Speed (Mbps)	VULA Price (JD/subs/month)
Active access	1000	18.7
Active access	600	14.7
Active access	400	12.6
Active access	200	11.99

- iii. In addition to the active access service, the Customer should purchase the ONT through paying a one-time fee as presented in the table below:

Service	Price per (JD/Subscriber)
ONT (Onetime fee)	65

B. BITSTREAM CHARGING

- i. The active fees (setup-onetime) for the active access services are presented in the table below:

Activation Service Category	Price (JD/ subscriber)
Activation fee – New line	10

- ii. The active fees (recurring) for the active access services are presented in the table below:

Service	Speed (Mbps)	Bitstream Price (JD/subs/month)
Active access	1000	20.2
Active access	600	15.5
Active access	400	13.2
Active access	200	12.39

- iii. In addition to the active access service, the Customer should purchase the ONT through paying a one-time fee as presented in the table below:

Service	Price per (JD/Subscriber)
ONT (Onetime fee)	65

- iv. NNI and S-VLAN charges in each Edge PoP where the Customer will provide such service:

NNI Charges	Setup fee (JD)	Monthly rental (JD)
10Gbps Ethernet NNI	270	70
Deactivate NNI	80	

- v. Bitstream traffic aggregation:

Capacity	Price per Mbps (JD)
0 -5 Gbps	0.40
>5-10 Gbps	0.38

C. OTHER FEES

Service categories	Unit	Charges (JD)	Comments
Service Installation	per user	10	paid once
Service cancellation/termination	per user	70	paid once
Intervention visits	per visit	70	Paid for repeated visit, or for any fault that is not related to JT
Location transfer	per user	70	per request
Deactivate NNI	per link	80	paid once
Additional S-VLAN	per request	160	paid once
Modify/deactivate S-VLAN	per request	80	per modification

For the removal of doubt all the charges listed above are based on two years contract term, the VULA access and the Bitstream access pricing is provided based on a two years term starting from the date of the delivery to the customer where no cancellation or downgrade can happen before the end of the two years period.

**Wholesale FTTx Access
Reference Offer (RO)**

Jordan Telecommunications Company

Appendix 3: Operation and Maintenance Manual

Contents

1	GENERAL	3
2	QUALITY OF SERVICE MEASURES	3
2.1	GENERAL STATEMENT.....	3
3	FAULT MANAGEMENT	3
3.1	PRINCIPLES.....	3
3.2	FAULT REPORT PROCEDURE.....	3
3.3	FAULT ESCALATION.....	5
3.4	PLANNED ENGINEERING WORK.....	6
3.5	SYSTEM PROTECTION AND SAFETY.....	7
	APPENDIX A – NETWORK PLAN.....	8
	APPENDIX B – CONTACT DETAILS.....	8
	APPENDIX C – ADVICE OF PLANNED ENGINEERING WORK FORMAT.....	9
	APPENDIX D – WHOLESALE FTTX ACCESS TESTING REQUEST FORMS.....	10

This Operations and Maintenance Manual sets out the processes and principles by which JT and the Alternative Operator shall maintain and operate the network elements that makes up the Wholesale FTTx Access Services.

1 General

- 1.1 A JT contact number is available on a 24 hrs basis to receive network queries from the Alternative Operator.
- 1.2 Alternative Operator shall use its endeavour to protect the integrity and performance of JT network.

2 Quality of Service Measures

2.1 GENERAL STATEMENT

Jordan Telecom shall provide Wholesale FTTx Access Services to the Alternative Operators equally at same level of quality as provided in the Service Level Offer.

3 Fault Management

3.1 PRINCIPLES

- 3.1.1 JT and the Alternative Operator shall maintain its own fault reporting which shall be responsible for handling the faults between Networks, coordinating fault clearance (including escalations) within its own Network and subsequently reporting the clearance of the fault to the other Licensee.
- 3.1.2 JT and the Alternative Operator shall provide twenty –four (24) hour designated point of contact for fault reporting.
- 3.1.3 The details of designated Points of Contact for JT and Alternative Operator shall be included in Appendix B of this document.
- 3.1.4 JT or Alternative Operator detecting a fault which may affect Wholesale FTTx Access Services shall endeavour to inform the other party immediately (within 2 hours), regardless of the nature and ownership of the fault, as defined in the fault reporting procedure outlined below.

3.2 FAULT REPORT PROCEDURE

- 3.2.1 Prior to submit a Fault Report, the Alternative Operator shall have to ensure that a genuine fault exists and that every effort has been made in advance to check that the fault resides within JT's area of responsibility.
- 3.2.2 All faults shall be reported by Alternative Operator using either by email or phone and transmitted to JT to the Point of Contact designated in Appendix B, Bitstream@orange.com or by calling [Orange EBU Contact Centre \(@ 06-5800971\)](tel:06-5800971).

- 3.2.3 The Alternative Operator shall provide sufficient information to allow the diagnosis of the reported fault and to enable the progression of the fault until resolution. Therefore all Fault Reports shall contain at least the following data:
- JT's reference number of the disturbed Services and nature of the fault
 - Contact point and phone number of the End-User.
 - Full address of the concerned End-User fault reported service-.
 - Alternative Operator's contact point (including phone and e-mail address) for the given Fault Report and related fault clearance.
 - Precise description of the reported fault and all relevant technical details.
 - Date and description of the Alternative Operator's technician intervention.
- 3.2.4 Upon receipt of a valid Fault Report compliant to the minimum terms set above in 3.2.3, JT shall reply by email with a Fault Response Report and send it back to the Alternative Operator, to do so, the Alternative Operator shall provide JT with an e-mail address for the exchange of such notification messages.
- 3.2.5 Both Licensees shall nevertheless co-operate in any investigation and follow up actions and keep each other informed on the status of the progress of the fault clearance in a timely manner.
- 3.2.6 The Alternative Operator shall accept if necessary to disconnect its services upon JT's request to enable appropriate measurements of the line.
- 3.2.7 If the Alternative Operator requests the repair and JT concludes that Alternative Operator's equipment caused the fault, the Alternative Operator will be billed for the work done by JT.
- 3.2.8 When JT believes that a fault has been cleared, they shall advise the Alternative Operator and fill in the Fault Closure section on the relevant Fault Report tool or by email and return it back to the Alternative Operator.
- 3.2.9 The Fault will be closed automatically by JT if the Alternative Operator doesn't reject the Closing notification within one (1) hour after sending it by JT.
- 3.2.10 If the Alternative Operator rejects the Closing Notification within one hour, the Alternative Operator shall specifically provide the following information:
- The reason why the Alternative Operator reasonably believes that the fault repairing procedure is unsuitable for Service.
 - Whether or not the Alternative Operator believes that the Service is within the agreed specifications.
 - All additional information that the Alternative Operator considers as suitable to assist in understanding and diagnosing any underlying fault in the Service.
- 3.2.11 The Alternative Operator shall co-operate with JT to carry out further tests, even on Alternative Operator's equipment when reasonably requested to do so.

- 3.2.12 At its sole discretion, JT may carry out additional work at the Alternative Operator's request while the costs thereof shall be invoiced to the Alternative Operator. As long as the fault is caused by the Alternative Operator.
- 3.2.13 Both Parties recognize and acknowledge that the fault repair time will commence when the fault is reported by the Alternative Operator to JT and end user when JT issue the Fault Closing Notification, for the avoidance of doubt where clearance is accepted or not rejected within one hour by the Alternative Operator the clearance time shall be the time JT reported the clearance.
- 3.2.14 The target Response and Repair time for fault is detailed in the Service Level Offer.
- 3.2.15 If a fault is submitted to JT, that is proved to be isolated to JT's network and the affected Alternative Operator site visit is required to resolve this fault, JT will arrange for repair appointment with the Alternative Operator. If the fault resolution lead-time is delayed or affected due to JT experiencing difficulty in contacting the Alternative Operator or the end user, or due difficulty accessing its site, or its site is not equipped with necessary power outlets required for the test equipment ...etc. The fact that there has been a delay of the fault lead time as a consequence it will be flagged against the Alternative Operator. The reason for delay in the fault resolution will then be clearly visible to the Alternative Operator. And the fault will be considered as **End User Problem**. Thus the Alternative Operator needs to open new ticket and comply with JT fault handling procedures.
- 3.2.16 If a wrongful Fault Report occurs, or when the reported fault does not lie within the scope of JT's responsibility for the concerned part(s) of the Wholesale FTTx Access Services under this reference Offer, all the costs related to works and travelling already performed by JT in relation to such Fault Report will be charged to the Alternative Operator.

3.3 FAULT ESCALATION

- 3.3.1 Where a fault persists and progress of the remedy is not satisfactory, the fault may be escalated according to the fault escalation timescales and the escalation reporting levels shown in clause 3.3.3 below. If the escalation time has expired but both Licensees are satisfied with the progress of the fault restoration, no immediate escalation is necessary.
- 3.3.2 Alternative Operator shall immediately inform the first level of escalation within JT organization at the same time that the Alternative Operator who detected the fault notifies the fault reporting point of JT that the fault is being escalated in accordance with this clause 3.3.
- 3.3.3 All requests for escalation shall be notified through JT 's fault reporting point, as detailed in the Network Plan, and according to the following indicative timescale:

Minimum Time before Escalation (Commencing after the Response Time)		
First Level	Second Level	Third Level
2 working hours	(72) working hours	5 working days

- 3.3.4 Persistent faults or issues which cannot be resolved satisfactorily through the normal channels shall be escalated to a higher level to expedite the fault clearance process.
- 3.3.5 The Licensees shall notify their respective and appropriate officers for problems encountered in the implementation or execution of the fault escalation procedures.

3.4 PLANNED ENGINEERING WORK

- 3.4.1 Planned work is known and planned beforehand and can put the Wholesale FTTx Access Service out of order, or influence temporarily the quality of service offered by the Alternative Operator to the customer, or cause temporary interruptions to its provision.
- 3.4.2 JT reserves the right for interventions and formation of the condition of the loops in order to upgrade the capabilities of the access network, and support of new or existing services.
- 3.4.3 JT reserves the right to conduct measurements and tests, which could cause disturbance to Wholesale FTTx Access Service offered to the Alternative Operator.
- 3.4.4 JT and the Alternative Operator shall notify each other in writing and within a reasonable period of time for all the planned works which may interfere with the quality of the unbundled services provided, stating the exact date and time, as well as the estimated duration of the works, the fiber connection, HP, and end customers with related INT# that will be affected by the work interruption.
- 3.4.5 The details of the works to be carried out shall be recorded and communicated on the "Advice of Planned Engineering Work" form in Appendix C of this Operation and Maintenance Manual. The Advice form shall state the date, time and duration of such works, the impact on Wholesale FTTx Access service, any management procedures required, and any contingency measures to be taken by either or both Licensees.
- 3.4.6 The planned works are performed on a specific day and time, after informing the other party, the requesting Licensee, prior to planned engineering works, shall give advance notice of at least five (5) working days notice to the other Licensee.
- 3.4.7 In any case, both parties will make the best possible effort to minimize the interruptions on the Wholesale FTTx Access Service.
- 3.4.8 The requesting Licensee shall notify the other Licensee when the work is completed by filling the relevant section of the "Advice of Planned Engineering Work" form, which should be transmitted to the other Licensee without unnecessary delay.

3.5 SYSTEM PROTECTION AND SAFETY

3.5.1 Both Licensees shall agree to take adequate measures to maintain the integrity of their networks and to ensure the protection and safety of persons and equipment at all times.

3.5.2 Integrity of the network refers to the ability of its systems to preserve and retain their original operational status and remain unaffected by connection with other networks.

3.5.3 Both Licensees shall ensure

1. That adequate measures are taken to prevent the transmission of any signalling message across to the other licensee network which does not comply with industry standards; and
2. That efficient arrangement for screening functions and rejection of non-compliant messages are established to detect signals which do not comply with industry standards.

3.5.4 Each Licensee is responsible for the safe operation of its network and shall, so far as is reasonably possible, take all necessary steps to ensure that its side of the network and its network operations:

1. Do not endanger the safety or health of any person, including employees and contractors of the other Licensee; and
2. Do not cause physical or technical harm to the other Licensee's network, including but not limited to causing damage, interfering with or cause deterioration in the operations of the other's Licensee network.

APPENDIX A – NETWORK PLAN

The Network Plan shall be in accordance with clause 9 of the Wholesale FTTx Access Service Reference Offer and reviewed in accordance with clause 9.2 of the same document.

The Network Plan shall contain those elements of necessary specific information required to achieve delivering the Wholesale FTTx Access Service to the Alternative Operator. Such information shall include but not limited to.

1. JT sites that the service will be delivered from.
2. The forecast for the Alternative operator.
3. Alternative operator orders
4. Contact points for both JT and the Alternative operator
5. Notification and information relating to planned network upgrades
6. Date of next review

APPENDIX B –CONTACT DETAILS


1.1 JT Contact Points:

Commercial Account Manager	TBD Phone : TBD Mobile : TBD E-mail: TBD
Technical Account Manager	TBD Phone : TBD Mobile : TBD E-mail: TBD
Fault Reporting Point of Contact	Orange EBU Contact Center T: +962 (0) 65800971 @: Bitstream@orange.com
Fault Escalation contact level 2	TBD Phone : TBD E-mail: TBD
Fault Escalation contact level 3	TBD Phone : TBD Mobile : TBD E-mail: TBD


1.2 AO Contact Points:

Commercial Account Manager	
Fault reporting Point of Contact	
Fault Escalation contact level 2	
Fault Escalation contact level 3	

APPENDIX C –PLANNED ENGINEERING WORK FORMAT

(Fiber Wholesales) Incident Handling Procedure		Privacy Level: NOT TO BE SHOWN OUTSIDE OJ	
Planned Engineering Work Form		Author: QM Team	
OJ-CFU-WHS-QP19-F01 Rev 1.0 Jan 2024			
Planned Engineering Work Form			
			
Licensee Name:	Date : dd / mm / yyyy	Reference No.:	
Contact Details:			
Name :	<i>(At least 5 days before</i>		
Phone No.:	<i>start date)</i>		
Mobile No.:			
Fax No.:			
Email address:			
Planned Work Details			
Subject :	Location:	Type of planned works:	
<i>(Title of the planned works)</i>	<i>(location of the planned work)</i>		
Reason of planned work			
<i>(Describe the reason for the planned work i.e. due to routine/urgent maintenance or software upgrade etc.)</i>			
Planned Work Duration:			
Start Date: <i>(Indicate the date of planned work)</i>	Start Time: <i>(Indicate the start time of planned work)</i>	Service Interruption Duration: <i>(Provide an estimated duration of service interruption)</i>	
Impact of Planned Work on Services			
:			
Remarks			
Issuing Officer:	<i>(Indicate the name and designation of the officer issuing the advice of planned work)</i>		

APPENDIX D – WHOLESALE FIBER LOCAL ACCESS SERVICE TESTING REQUEST FORM

<p>(Fiber Wholesales) Complaint Handling Procedure Wholesale Fiber Local access service Testing Request Form</p>	<p>Privacy Level: NOT TO BE SHOWN OUTSIDE OJ Author: QM Team OJ-CFU-WHS-QP16-F01 Rev 1.0 Jan 2024</p>
<p>Wholesale Fiber Local access service Testing Request Form</p>	
	
<p>Application Form For Testing</p>	
<p>Name of Licensee</p>	
<p>Business Address</p>	
<p>I wish to apply for.....Test For the period from.....to.....(.....Days)</p>	
<p>In support of my application, I provide the following Technical Information for the Setting up of Testing.</p>	

**Wholesale FTTx Access
Reference Offer (RO)**

Jordan Telecommunications Company

**Appendix 4: Service Level Offer
(SLO)**

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	DELIVERY LEAD TIME	3
3.	TIME TO REPAIR.	4

1. INTRODUCTION

- 1.1 This document sets out the service levels to which JT commits to the provision and maintenance of Wholesale FTTx Access Services under the terms mentioned in the Reference Offer.
- 1.2 Targets are set for a number of specific service level attributes, including:
- Delivery Lead Time (DLT)
 - Fault Repair Time (FRT)
- 1.3 **FOR THE AVOIDANCE OF DOUBT, ANY DELAY OR DEGRADATION OF SERVICE RESULTING FROM PLANNED ENGINEERING WORK OR JOINT INTERCONNECT TESTING DURING THE AGREED UPON SCHEDULED TIME OF OPERATION SHALL RESULT IN THE NON-APPLICATION OF ALL OR PART OF THE UNDERTAKINGS CONTAINED IN THIS SLO.**

2. DELIVERY LEAD TIME

- 2.1 For the available Wholesale Access Service Orders from end to end, the Delivery lead time is
- a) 90% within (12) working days from receiving a valid order.
 - b) 100% within (15) working days from receiving a valid order.

Excluding customer appointment time, GAM approvals and any other authorities' required approvals, or obstacles.

- 2.2 For the non-available Wholesale Access Services the request will be rejected.

3. TIME TO REPAIR

- 3.1 The Alternative Operator shall report a fault to Customer Care Unit defined hereunder:

Orange EBU Contact Center
T: +962 (0) 65800971
email: Bitstream@orange.com

- 3.2 In the event of failure to report a fault in accordance with the appropriate procedure mentioned in the Operation and Maintenance Manual, JT shall not be bound for this failure including the target response time and the target repair time.

- 3.3 The Alternative Operator shall co-operate in any investigation and follow up action required for the resolution of the fault.
- 3.4 Response and Repair time:
- 3.4.1 Response Time:
- Target response time (during office hours): two hour from the receipt of the notification.
 - Target response time (outside office hours): four hours from the receipt of the notification.
- 3.4.2 Repair Time:
- a) (90%) within 24 hours.
 - b) (100%) within 72 hours of receipt of fault report
 - c) and 5 working days in the event of damage to infrastructure, such as cable cut.

Note: the above repair times in points 3.4.2 are Excluding customer appointment time, GAM approvals, and any other authorities' required approvals, or obstacles.