

**DECISION NOTICE ON THE NRU SERVICE**

**A Decision issued by the  
Telecommunications Regulatory Authority on the  
NRU SERVICE**

**19 June 2024**

**Ref: LAD/0624/026**

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### **1. INTRODUCTION**

Fibre is an essential capability. It powers the internet services used in homes and offices. It is the pipes that underpin the digital economy. BNET was established in 2019 to provide the National Broadband Network. It is also the national provider of fibre capabilities.

BNET was established by the legal separation of Batelco. Batelco transferred all its fibre assets to BNET. To enable BNET to conclude the agreements with other operators to purchase their fibre assets it has requested the TRA to approve an amendment to its Reference Offer to add a Network Right of Use service. Following a consultation, the TRA has approved the Reference Offer with the amendments detailed in this Decision.

Bahrain's strategy is to continue to have world leading fixed and mobile telecommunications services. As fibre is essential to achieving this objective, the TRA has outlined the strategic principles it will use when considering amendments to BNET's Reference Offer ('RO'):

- Sustainable world-leading Broadband infrastructure that is capable of providing services for both consumers and businesses, at globally competitive prices ensuring everyone can fully participate in the digital economy.
- Services that meet the needs of businesses ensuring the telecommunications sector fully supports Bahrain as one of the best places to establish and operate a business.
- Connectivity capability that enables licensed operators (e.g. Mobile Network Operators), to continue to provide the most advanced services possible, at prices that sustain Bahrain's global competitiveness. This means that licensed operators, which can no longer deploy their own fibre infrastructure, are not cost disadvantaged compared to other countries.
- BNET to be a successful investable business having the financial capacity to invest in its network not just today, but continually as technology and customers' needs evolve.

The TRA must also ensure that Bahrain is always connected and the risk of network incidents impacting the operation of networks are minimised.

The Network Right of Use service ('NRU') will be available to operators that have transferred their fibre assets to BNET. BNET has agreed, in principle, commercial agreements with licensed operators to acquire their fibre assets.

The TRA having considered the responses to the consultation and complied with its obligations under the Telecommunications Law and for the reasons set out in this Decision has concluded:

- a. The price charged for the Network Right of Use service and with the amendments as detailed in the Service Description meets the fair and reasonable test.
- b. BNET should finalise the agreements that it has agreed in principle with the operators. If, however, the rate charged for the Network Right of Use service is higher than the price agreed in principle between the parties, the agreements should be amended such that the effect on both parties is neutral.

- c. So as not to impact the price or services currently provided to any enterprise customer, for the duration of the relevant customer's existing contract, the necessary fibre capacity will be considered as part of the Network Right of Use service.
- d. The Network Right of Use service enhances the future security of Bahrain's critical national infrastructure by enabling the three mobile operators to continue to be supported using separate BNET-owned fibre rings.

Following this decision, the TRA will take the appropriate measures to make the necessary regulatory amendments to clarify the ability of licensed operators to provide fibre-based services. These amendments will ensure that there is no discrimination.

## 2. RESPONSES TO THE CONSULTATION

The consultation ran from 31 March 2024 until 28 April 2024. The TRA received submissions from four respondents namely:

- Zain Bahrain
- STC Bahrain
- Batelco
- Etisalcom

The TRA wishes to thank all respondents for their constructive submissions.

In its consultation, the TRA asked 4 consultation questions related to the suitability of the proposed product; the price and non-price terms; and whether operators wished to raise any other comments. The TRA will address the feedback to each question received in turn:

### I. **Do you support the inclusion in the BNET RO of the NRU? If not, please set out your reasons as to why it should not be included.**

All respondents welcomed the introduction of the NRU within RO.

#### *Single Fibre Provider*

Batelco supported the introduction of the NRU as long as it led to the transfer of Other Licensed Operators' ('OLOs') fibre assets to BNET. Batelco agreed that the NRU, as proposed, would ensure that licensed operators who have transferred their fibre assets would have access to a wholesale service that was tailored to meet their specific needs. Batelco shared the TRA's view that the NRU would assist in fulfilling the objectives of Article 40(bis)(a) of the Telecommunications Law and those of NTPs 4 and 5 relating to a national broadband network. Batelco noted however, that the introduction of the NRU did not directly address the Government's requirement that all OLO fibre assets be transferred to BNET.

The TRA thanks the licensed operators for their support in agreeing that the NRU is a critical component in the asset transfer programme. The TRA is confident that the NRU delivers the capability necessary and as such will stimulate OLOs to migrate their fibre infrastructure to BNET. Furthermore, the NRU is a key capability of ensuring the security of the Kingdom's critical telecommunications infrastructure as it minimises the risks that issues in one network could impact all telecommunications services in the Kingdom.

Batelco further commented that it could only accept the inclusion of the NRU in BNET's RO once OLOs have transferred their assets since otherwise Batelco would be the only licensed operator paying a monthly recurring charge of BD0.249 while OLOs would continue to pay the current duct rental price of BD0.189.

The TRA would note that OLOs are paying the duct rental charge of BD0.189 as it is being used to host the fibre assets owned by the licensed operator. However, Batelco does not own any fibre assets as it has already sold them to BNET. Furthermore, BNET and Batelco agreed an asset migration plan. Recognising the practicalities associated with concluding the relevant Asset Transfer Agreements ('ATAs') and having considered the various submissions, the TRA is setting the NRU effective date as

the 1 August 2024 which would give ample time for the conclusion of the various Asset Transfer Agreements ('ATAs') between the respective OLOs and BNET.

The TRA will, following 1 August 2024, take the necessary regulatory actions to give effect to the licence conditions that clarify and harmonise the scope of use of all fibre assets by licensees.

#### *Scope of NRU*

While generally welcoming the introduction of the NRU, Zain expressed concerns (for reasons which it deemed to be confidential) that the NRU service description was inadequate, and it unduly advantaged another operator. Zain proposed that the NRU be varied to either (i) be restricted to apply merely to mobile backhaul, core node and cable landing stations – to the exclusion of enterprise customers; alternatively (ii) apply a cap on the number of locations or distance that could be serviced through the NRU which cap would be applicable to all mobile licensed operators.

stc emphasized that the inclusion of the NRU product within BNET's RO had to be considered as part and parcel of the compensation payable for the fibre asset transfer. Similarly to Zain, stc also argued that the NRU should be limited in scope to apply to existing core and backhauling networks, to cable landing stations and international gateways while the business connectivity network of each operator should be transferred to BNET and therefore excluded from the scope of the NRU.

The TRA is aware that the scope of the NRU as originally proposed by BNET (and as has been consulted upon) was to facilitate the asset transfer through providing operators with the same capabilities that they used to have prior to the asset transfer. Indeed, the discussions that have taken place between BNET and the various OLOs confirm that they were originally intended to apply to all physical fibre assets that would be transferred to BNET.

The TRA has considered all the points raised regarding the applicability of the NRU. It notes that in the consultation it considered that the terms of the NRU against its strategic principles related to the cost of operating a network. Furthermore, it considered the impact on the security of Bahrain's critical national telecommunications infrastructure. The TRA has therefore concluded that the NRU should cover sites that are used for the operation of the Access Seeker's mobile backhaul, connection between core network nodes, or for connecting the Access Seeker's network to cable landing stations and/or international gateways.

However, the TRA would be concerned if changes in wholesale prices or products unintentionally adversely impacted end-customers or the functioning of the market. Therefore, the TRA takes the view that for the period of the existing enterprise contracts the relevant fibre capacity will be considered and treated as if it was part of the NRU. The TRA also determines that from 19 June 2024, all new, amended, renewed enterprise or other direct fibre connections shall only use the appropriate BNET reference offer products. To ensure compliance with this condition, the TRA will undertake monitoring and will take as necessary appropriate regulatory action.

#### *Further Consultation*

stc called for a further round of consultation to ensure transparency and more detailed industry feedback. The TRA notes that it has received extensive responses from the respondents. It is

debatable therefore whether further rounds of consultation would result in arguments which have not already been raised.

#### *OLO Asset Transfer*

stc explained that the NRU was proposed in the course of negotiations between BNET and OLOs on the ATAs and that therefore it (the NRU) should not be made available in the RO before BNET and the OLOs agree on the level of approach and compensation. stc submitted that it was important that OLOs would not be placed at a commercial disadvantage as a result of the OLO asset transfer and the NRU.

In the TRA's view, BNET should conclude the ATAs that it has agreed in principle with the operators. If, however, the rate charged for the NRU service is higher than the price agreed in principle between the parties, the ATAs should be amended such that the effect on both parties is neutral.

#### **II. Do you consider that the non-price terms, as set out in Annex 2 to this consultation paper, including the supply terms and the definitions, are fit for purpose and meet the reasonable requirements of LOs?**

The TRA received detailed feedback on the non-price terms calling for amendments to some of the terms. The various comments received have been reproduced in the table below which also incorporates the TRA's view on those comments. We are requiring BNET to make the respective changes to its Service Description ('SD') to reflect our conclusions.

Where we have concluded that a modification to the non-price terms of the SD was merited, we considered that each of those changes satisfies the tests set out in Article 57(e) of the Law, namely that the modifications are fair and reasonable. We have also sought to ensure that the required changes are:

- objectively justifiable in relation to the networks, services or facilities to which it relates;
- not such as to discriminate unduly against a particular operator;
- proportionate to what the modification is intended to achieve; and
- transparent in relation to what it is intended to achieve.

#### **Fair, Reasonable and Objectively Justified**

We consider that each of these modifications is fair, reasonable and objectively justifiable. Indeed, we have employed a reasonableness test for all of the modifications that have been proposed by the respondents. We have taken a view on each of these as to whether the reasonable man in the street would consider the change requested was fair or not. Some of our thinking has been helped by being able to point to precedent within BNET's current RO itself – see for example the requested modifications to the Fault Repair Times.

We have noticed that some proposed contractual provisions of the NRU SD are already covered by the main body terms of the BNET RO – see for example the suspension and termination clause. Our general view is that the main body terms should apply since these have already been approved as FRAND and accepted by industry. We have, however, concluded that in some cases, because of the exceptional nature of this service, it was reasonable to apply *sui generis* non-price terms (see for example the liability clause).

## No Undue Discrimination

We consider that each of the modifications does not discriminate unduly against any licensed operator, including Batelco. Indeed, the NRU applies to all eligible licensed operators. As Batelco itself recognised, the original service description proposed by BNET would have meant that the bulk of BNET's fibre network would be subject to the exclusive use of Batelco. Therefore, it is necessary to amend the definition to refer to the asset migration plan to ensure Batelco can take advantage of the NRU while BNET retains access to its fibre network.

## Proportionate

We consider that each of the modifications is proportionate to what that modification is intended to achieve. In each case, we are imposing modifications on BNET that: is effective to achieve our strategic principles; is no more onerous than is required to achieve those principles; and does not produce adverse effects which are disproportionate to our strategic principles. We have further engaged with BNET before coming to our conclusions.

## Transparent

We consider that each of the modifications is transparent in relation to what is intended to be achieved. The final text of the NRU SD is published in Annex 1. This section sets out our analysis of responses to the consultations and the basis for the final decision.

The NRU will be made available as of 1 August 2024. We consider that this gives BNET and OLOs sufficient time to conclude the respective ATAs and for BNET to finalise the changes necessary to give effect to this new service.

Operator	Topic	Clause in the RO as proposed in the consultation	Concern and proposed changes	TRA's views
Zain	<i>Right to use Transferred Assets "as is"</i>	Clause 1.5 – "The right to use the Transferred Assets granted under the NRU involves the use by the Access Seeker of the Transferred Assets 'as is', reflecting the technical and other conditions as well as their location, distance, reach and extension within the territory of the Kingdom of Bahrain as of the time of their	Zain expressed concerns regarding the proposed non-price terms, specifically regarding the right to use the Transferred Assets "as is." Zain argued that the proposed provisions fail to adequately protect the interests of the Access Seeker, ignoring external factors beyond the	The TRA does not disagree with the request to allow for changes to the assets' location, distance, reach, or footprint provided the number of endpoints remains the same and within 500 meters from the original location and provided further that the request is brought about

		transfer from the Access Seeker to the Access Provider.”	parties' control, which could affect the condition of the asset. Zain urged the TRA to include a provision accommodating these external factors allowing the Access Seeker to request changes to the assets' location, distance, reach, or footprint beyond its condition at the time of transfer, provided the number of endpoints remains the same and within 500 meters from the original location.	<p>following a request by a competent authority.</p> <p>The one-time costs and charges associated with such a change should be borne by the Access Seeker. However, there should be no increase in the monthly recurring charges payable to the Access Provider.</p>
<b>Zain</b>	<i>Suspension of the NRU Service</i>	Clause 1.12(b) – “... the Access Seeker no longer wishes to avail itself of the NRU Service, whether in its entirety for all affected Transferred Fibre Assets or for a specific subset thereof. In the latter case, the termination can be also made by the Access Seeker.”	Zain expressed its concern about the lack of clarity surrounding the definition and suspension of the NRU Service. Zain proposed that prior to suspending the NRU Service, BNET should seek TRA's approval to prevent potential misuse and unwarranted disruptions to network services, benefiting both the Access Seeker and end-users.	The TRA notes that 'Suspension' is already covered by Schedule 9 of the RO. As such, Schedule 9 should also apply to the NRU.
<b>Zain</b>	<i>Fault Repairs</i>	Clause 3.3 - Access Provider shall record the Fault using a	Zain argued that the emergency repair time for the NRU	The TRA notes that the fault repair time proposed within the



		<p>unique reference which it shall pass to the Access Seeker at the same time as acknowledging the Fault and both parties shall agree the time of the report. The Access Provider shall commence repair of the Fault within:</p> <p>a) Five (5) hours during Working Hours; or</p> <p>b) Twelve (12) hours outside of Working Hours</p> <p>from the time of the Access Seeker reported the Fault and shall restore the NRU Service in accordance with the Service Levels. The Access Provider shall advise the Access Seeker's nominated contact point once the Fault is clear and both parties shall record the time of this clearance.</p>	<p>Service is the same as for WBS and WDC, which they found to be disproportionate given the critical role of the NRU Service in connecting radio-communication stations and core nodes. Zain argued that shorter repair times were necessary to prevent substantial disruptions for end-users and businesses reliant on these services.</p>	<p>NRU is the same as that offered under the 2019 RO for duct rental. The TRA believes that this is temporarily appropriate. However, given the critical nature of these circuits which support the operation in whole or part of an Access Seeker's network, the parties should work together to identify and repair any faults in a timeframe which is consistent with the parties' obligations under the Critical Telecommunications Infrastructure and Quality of Service Regulations.</p> <p>BNET has been asked to ensure that it acknowledges any fault within 15 minutes. This aligns with KPIs for fault acknowledgment times in respect of other wholesale services – see for example WDC and FFS.</p>
<b>Zain</b>	<i>Liability Provision</i>	<p>Clause 3.9 – “The Access Provider shall not be liable to the Access Seeker in breach of contract,</p>	<p>Zain stated that the specific liability provision for the NRU Service is not warranted and</p>	<p>The TRA notes that ‘Liability’ is already covered by Schedule 9 of the RO. As such, Schedule 9 should</p>

		<p>statutory duty, tort (including but not limited to negligence) for any loss of profit, loss of use, loss of data, loss of revenue, loss of contracts or for any financial or economic loss, or for any indirect or consequential damage howsoever caused and in any event the Access Provider's liability shall be limited to the total annual Charges for the NRU Service or, if no rate is set out in the Reference offer, then a maximum amount of ten thousand Bahraini Dinars (BHD10,000)."</p>	<p>should be removed as there is already a provision set under the Supply Terms applicable to all other services.</p>	<p>also apply in lieu of Clause 3.9.</p>
<b>Zain</b>	<i>Billing Disputes</i>	<p>Schedule 3 – Pricing “The Access Seeker shall not be entitled, during the entire NRU Term, to raise any Billing Dispute pursuant to Schedule 4 (Billing) regarding the amount of Charges for the NRU Service, because these Charges and its calculation using the total distance of the Transferred Fibre Assets as stipulated in the respective ATA, shall be considered</p>	<p>Zain argued that the proposed provision, which would restrict the Access Seeker from raising any billing dispute should be removed or amended. Zain stated that there could be diverse reasons which could lead to disputes, including billing accuracy which might not be related to pre-agreed total distance and other unforeseen circumstances.</p>	<p>The TRA's view is that billing disputes questioning the distance should not arise as long as the invoice remains faithful to the distance agreed upon in the ATA between the Access Provider and the Access Seeker. However, the TRA acknowledges that other billing disputes may arise.</p>

		fixed during the NRU Term.”		
<b>Batelco</b>	<i>Transferred Fiber Assets</i>	<p>Clause 1.2 – “The NRU Service involves grant of an indefeasible right of use of such Fibre Assets to the extent to which:</p> <p>a) control over and ownership and title to the specific Fibre Assets have been transferred from the Access Seeker to the Access Provider under the ATA (the “<b>Transferred Fibre Assets</b>”) and</p> <p>b) the relevant Access Seeker continues paying the relevant NRU Charges by the Due Date.”</p>	Batelco suggested that the language in the Service Description be amended to clarify that the NRU can only be provisioned for those parts of the Transferred Fibre Assets in which the Access Seeker cannot provision one of BNET’s existing active RO products.	The TRA accepts that the definition of the term ‘NRU Service’ requires refining. Please see modified Clause 1.2 of the NRU.
<b>Batelco</b>	<i>Liability for Damage</i>	<p>Clause 1.6 – “When providing the NRU Service, the Access Provider shall not be responsible for any technical characteristics, quality, fitness for a particular purpose, or the remaining useful life of the Transferred Fibre Assets following their transfer to the Access Provider. Furthermore, the Access Provider shall</p>	Batelco objected to the language in Clause 1.6 of the Service Description by virtue of which BNET is excluded from liability for damage or loss caused by a third party outside the Access Provider’s control.	Generally speaking, if a contractual term within the Service Description is already covered by the Main Body Terms – then the Main Body Terms should apply. However, in this case, BNET is acquiring the assets on a <i>tale quale</i> basis and as such it has not verified the fitness for purpose, nor will it be able to

		not be responsible for any deterioration of their characteristics, performance or function during the NRU Term as a result of normal wear and tear or damage or loss caused by a third party outside of the Access Provider's control."		guarantee fitness for purpose. Accordingly, the liability provisions in Clause 1.6 of the NRU Service Description are not unreasonable.
<b>Batelco</b>	<i>Suspension of Service</i>	Clause 1.11 – "The Access Provider may suspend provision of the NRU Service until further notice if the Access Seeker causes, or the Access Provider has clear and reasonable grounds to believe that the Access Seeker will cause, physical or technical harm to any telecommunications network (whether of the Access Provider or another operator)."	Batelco disagreed with the rights granted to BNET to suspend the NRU Service under Clause 1.11 of the Service Description and argued for its removal citing several reasons including the critical nature of the service.	The TRA notes that 'Suspension' is already covered by Schedule 9 of the RO. As such, Schedule 9 should also apply to suspension.
<b>Batelco</b>	<i>Suspension of Service</i>	Clause 1.12 – "The Access Provider shall be entitled to suspend or terminate the NRU Service following the process envisaged in Schedule 9 (Supply Terms) of the Agreement.  The Access Provider may terminate the NRU Service on thirty	1) Batelco stated that the current wording in Clause 1.12(b) is unclear and suggested amending it to "The Access Provider shall be entitled to suspend or terminate the NRU Service following the process envisaged in Schedule 9 (Supply Terms) of the Agreement. Either	1) The TRA has proposed minor changes to clause 1.12 (now 1.11) of the NRU that should reflect the industry feedback.  2) As for Batelco's second point, the TRA wishes to refer Batelco to the main body terms which

		<p>(30) days' notice if a) the Access Seeker ceases to be a Licensed Operator, or</p> <p>b) the Access Seeker no longer wishes to avail itself of the NRU Service, whether in its entirety for all affected Transferred Fibre Assets or for a specific subset thereof. In the latter case, the termination can be also made by the Access Seeker."</p>	<p>party may terminate the NRU Service on thirty (30) days' notice if the Access Seeker no longer wishes to avail itself of the NRU Service, whether in its entirety for all affected Transferred Fibre Assets or for a specific subset thereof".</p> <p>2) Batelco stated that the termination provisions as currently drafted in Clause 1.12, do not make clear what the consequences of termination are.</p>	<p>should address the concern.</p>
<b>Batelco</b>	<i>General Rights of Access</i>	<p>Clause 1.10 – "The Access Seeker does not have any general rights of access to duct(s) or any other similar civil infrastructure assets of the Access Provider including the Transferred Fibre Assets. Any repair, maintenance, replacement, removal, or any other activity that is reasonably necessary in relation to the Transferred Fibre Assets shall be exclusively</p>	<p>Batelco disagreed with the proposed non-price terms which require the Access Seeker to supply replacement materials and bear the costs of all repairs, maintenance, and replacement works required on the Transferred Fibre Assets.</p>	<p>The TRA observes that Batelco's concern is mostly related to Clause 3.8 of the NRU Service Description.</p> <p>As discussed earlier in this document, the TRA overarching premise is that if a contractual provision is covered by the main body terms – then the main body terms should apply. However, in this case, BNET is acquiring the assets on a <i>tale quale</i> basis and as such it has</p>



		conducted by the Access Provider”		not verified the fitness for purpose, nor will it be able to guarantee fitness for purpose. Therefore, the cost of the replacement should be borne by Access Seekers. However, where the fibre within a duct has been replaced by BNET then post that replacement the costs for any further genuine replacement requirement should be borne by BNET.
<b>Batelco</b>	<i>Fault Repairs</i>	<p>Clause 3.3 – “Access Provider shall record the Fault using a unique reference which it shall pass to the Access Seeker at the same time as acknowledging the Fault and both parties shall agree the time of the report. The Access Provider shall commence repair of the Fault within:</p> <p>a) Five (5) hours during Working Hours; or</p> <p>b) Twelve (12) hours outside of Working Hours</p> <p>from the time of the Access Seeker reported the Fault and</p>	Batelco proposed that Clause 3.3 should include service levels for fault acknowledgement.	<p>The TRA notes that the fault repair time proposed within the NRU is the same as that included within the current RO for offered under the 2019 RO for duct rental. The TRA believes that this is temporarily appropriate.</p> <p>However, given the critical nature of these circuits which support the operation in whole or part of an Access Seeker’s network, the parties should work together to identify and repair any faults in a timeframe which is consistent with the</p>

		shall restore the NRU Service in accordance with the Service Levels. The Access Provider shall advise the Access Seeker's nominated contact point once the Fault is clear and both parties shall record the time of this clearance."		<p>parties' obligations under the Critical Telecommunications Infrastructure and Quality of Service regulations.</p> <p>BNET has been asked to ensure that it acknowledges any fault within 15 minutes. This aligns with KPIs for fault acknowledgment times in respect of other wholesale services – see for example WDC and FFS.</p>
<b>Batelco</b>	<i>Liability Provision</i>	<p>Clause 3.9 – "The Access Provider shall not be liable to the Access Seeker in breach of contract, statutory duty, tort (including but not limited to negligence) for any loss of profit, loss of use, loss of data, loss of revenue, loss of contracts or for any financial or economic loss, or for any indirect or consequential damage howsoever caused and in any event the Access Provider's liability shall be limited to the total annual Charges for the NRU Service or, if no rate is set out in the Reference offer,</p>	<p>Batelco disagreed with the proposed cap on liability, proposing instead that the cap should be increased to a maximum amount of BHD 500,000.</p>	<p>The TRA notes that 'Liability' is already covered by Schedule 9 of the RO. As such, Schedule 9 should also apply to the NRU. Clause 3.9 is therefore redundant.</p>

		then a maximum amount of ten thousand Bahraini Dinars (BHD10,000)."		
<b>Batelco</b>	Billing Disputes	Schedule 3 – pricing “The Access Seeker shall not be entitled, during the entire NRU Term, to raise any Billing Dispute pursuant to Schedule 4 (Billing) regarding the amount of Charges for the NRU Service, because these Charges and its calculation using the total distance of the Transferred Fibre Assets as stipulated in the respective ATA, shall be considered fixed during the NRU Term.”	Batelco argued that Access Seekers should not be prohibited from raising Billing Disputes for genuine disputes such as incorrect charges.	TRA's view is that billing disputes questioning the distance should not arise as long as the invoice remains faithful to the distance agreed upon in the ATA. However, the TRA acknowledges that other billing disputes may arise.
<b>Batelco</b>	<i>Inclusion of an obligation on BNET</i>	N/A	Batelco requested that the non-price terms include an obligation on BNET to provide comprehensive inventory and technical information regarding the infrastructure to enable the verification of proposed charges. This would include duct length, duct location, and duct cost breakdown.	BNET should, when raising an invoice, for the NRU service be able to support the billing details including the length of the fibre as per the ATA.



stc	<i>Transferred Fibre Assets</i>	<p>Clause 1.2 – “The NRU Service involves grant of an indefeasible right of use of such Fibre Assets to the extent to which:</p> <p>a) control over and ownership and title to the specific Fibre Assets have been transferred from the Access Seeker to the Access Provider under the ATA (the “<b>Transferred Fibre Assets</b>”) and</p> <p>b) the relevant Access Seeker continues paying the relevant NRU Charges by the Due Date.”</p>	stc commented that as defined, BNET could be placed in a position where it would not be able to offer services.	The TRA has addressed the matter earlier in the document. Please refer to the amended definition within the Service Description.
stc	<i>Transferred Fibre Assets</i>	<p>Clause 1.8 – “The Access Provider shall not be obliged, and the Access Seeker shall not be entitled to request, any extension or other change to the existing location, distance, reach or footprint of the Transferred Assets beyond that reflecting their status as of date of their transfer to the Access Provider.”</p>	stc proposed a revision to the NRU Service Description to allow modifications and extensions restricted to cable landing stations and terrestrial international gateways, with a transparent evaluation process for such requests.	The TRA has addressed the matter earlier in the document. Please refer to the amendments to Clause 1.2.
stc	<i>Reimbursing the Access Provider</i>	<p>Clause 3.5 – “If and where required, the Access Seeker shall reimburse the Access</p>	stc proposed that the related cost of removal and replacement is fairly	Premised that BNET is acquiring the assets on a <i>tale quale</i> basis, the TRA

		<p>Provider for all costs associated with the removal and replacement of any Fibre Cable which does not comply with the requirements or restrictions imposed by any competent authority in the Kingdom.”</p>	<p>allocated between BNET, and the Access Seeker based on the remaining life expectancy of the Fibre Assets. stc also suggest that the Access Seeker should only be liable for removal and replacement costs if they receive an official letter from the competent authority explicitly stating non-compliance, ensuring fairness and accountability.</p>	<p>considers that where the Access Provider evidences an official request for removal of those assets from a competent authority, then the Access Seeker should bear the costs of removal or replacement.</p>
<b>stc</b>	<i>Relocation or other movement of the Transferred Fibre Assets</i>	<p>Clause 3.6 – “If the Access Provider, by reasonable notice to the Access Seeker, requires relocation or other movement of the Transferred Fibre Assets at the Access Provider’s own volition, then the Access Provider shall cover the cost of relocating or moving the Transferred Fibre Assets and the Access Seeker may request to be present and attend to observe at its own expense.”</p>	<p>stc suggested mandatory joint planning and coordination between BNET and the Access Seeker to minimize disruption, along with specific SLAs defining acceptable downtime thresholds and remedies for any service disruptions. Additionally, stc proposed active involvement of the Access Seeker in the planning and execution of relocations to identify and mitigate</p>	<p>The TRA considers that BNET should use reasonable commercial endeavours to carry out joint planning and coordination with Access Seekers.</p>

			potential disruptions earlier.	
<b>stc</b>	<i>Replacement of Fibre Assets</i>	Clause 3.8 – “Where replacement of any Fibre Asset (or its part) forming part of the Transferred Assets is required, and unless otherwise agreed between the parties, the Access Seeker shall arrange for the replacement material to be supplied to the Access Provider by an Approved Contractor. The Fibre Cable must comply with the Access Provider’s specifications notified to the Access Seeker and any requirements imposed by competent authority in the Kingdom.”	stc proposed that the clause be revised such that the Access Provider would be responsible for sourcing replacement Fibre Assets unless the Access Seeker chooses otherwise. stc claimed that his would streamline the process, minimise delays, ensure compliance with BNET’s specifications and safety standards.	The TRA does not disagree with the proposal and considers that it would be reasonable for BNET to procure the replacement of the Fibre Asset unless the parties agree otherwise.
<b>stc</b>	<i>Liability Provision</i>	Clause 3.9 – “The Access Provider shall not be liable to the Access Seeker in breach of contract, statutory duty, tort (including but not limited to negligence) for any loss of profit, loss of use, loss of data, loss of revenue, loss of contracts or for any financial or economic loss, or for any indirect or consequential damage howsoever	stc proposed a revision to the limitation of liability clause.	As stated earlier, ‘Liability’ is already covered by Schedule 9 of the RO. As such, Schedule 9 should also apply to the NRU. Clause 3.9 is therefore redundant.

		caused and in any event the Access Provider's liability shall be limited to the total annual Charges for the NRU Service or, if no rate is set out in the Reference offer, then a maximum amount of ten thousand Bahraini Dinars (BHD10,000)."		
<b>stc</b>	<i>Charges</i>	Clause 4.4 – "The Access Seeker indemnifies and holds the Access Provider harmless from municipality charges or other taxes or charges that may be levied from time to time in connection with the provision or use of ducts or the Transferred Fibre Assets and if such charges are levied only on the Access Provider, the Access Seeker must promptly reimburse the Access Provider a portion of charges allocated to the Access Seeker by the Access Provider, in proportion to the share of usage of the Transferred Fibre Assets in the relevant duct route or any chargeable element thereof."	stc proposed a shared responsibility mechanism, possibly through a predetermined percentage split or usage-based formula, with clear documentation provided to justify charges.	The TRA believes that where the use of the NRU service involves sharing of the duct infrastructure by multiple licensed operators, then it would be reasonable to expect that the charges mentioned in Clause 4.4 would be shared on a cost sharing mechanism.

### **III. Do you agree that the proposed price terms meet the FRAND requirements?**

The TRA considers that the Network Right of Use service must be supplied by BNET to all eligible access seekers on the same terms and conditions that are FRAND.

In approving the terms, the TRA, among other things, takes (amongst others) the following principles into account:

- Connectivity capability that enables Licensed Operators (e.g., Mobile Network Operators), to continue to provide the most advanced services possible, at prices that sustain Bahrain's global competitiveness. This means that Licensed Operators which can no longer deploy their own fibre infrastructure, are not cost disadvantaged compared to other countries.
- BNET is a sustainable business that makes a reasonable return, is attractive to investors and therefore can access funds to invest and to ensure that Bahrain always has world class fibre infrastructure and services.

When determining BNET's RO pricing, we look at the services BNET is providing across its network. However, in the case of the NRU, this service is being developed to support the transfer of fibre assets from the OLOs to BNET. Therefore, the relevant assessment of fair and reasonable is based on the assets that are being sold and the commercial arrangements that are being entered into. The TRA has assessed the commercial arrangements that had been negotiated between BNET and the various operators. It also considered the amount of fibre assets that each operator was transferring. In the case of Batelco it considered the length of ducting that was being utilised to support NRU-type services. Following this assessment and having regard to the principle that BNET was entitled to charge and make a return on its assets, the TRA took the view that the price of BHD0.249 was an appropriate price.

#### *Transparency and Justification*

Batelco pointed out that there is no rationalisation as to how the proposed price terms were determined. It argued that sufficient economic analysis justifying the proposed price terms has not been conducted. stc shared the same view and also said that there was a lack of transparency for the proposed pricing terms. They further note that there was no costing model. Zain argued that there was less clarity in the other inputs which did not enable them to comment on the fairness and reasonableness of the price terms.

To facilitate asset transfer, the TRA engaged to assist operators to reach an agreement. The TRA encouraged BNET to enter into commercial negotiations. BNET and the operators negotiated commercial arrangements to sell fibre to BNET. The NRU service, being a service provided by BNET

to operators, needs to be sold on an Equivalent of Input ('Eol') basis and included in BNET's RO. At the request of the TRA, BNET proposed a new RO service (the NRU). The TRA required under Article 53 of the Law that BNET provides information on the negotiations and the conclusions they had reached with operators. By their very nature, negotiations are commercially sensitive. The TRA is prohibited by Law from sharing information that it has received.

The TRA assessed all of the information it received to identify the effective monthly recurring charge. Based on our assessment, we concluded that a price of BD0.249 was not unreasonable. We do however note, for this price to be reasonable in relation to the commercial arrangements that operators agreed in principle to enter into that it would be necessary to amend one agreement in such a way that the effect of this change in rate would be neutral to both parties.

In all the services it provides, BNET is entitled to make a return on its assets. Following the asset transfer, BNET will own the fibre assets that were transferred. Currently and historically, operators have paid to host their fibre in BNET's ducts. For using BNET's ducts, operators have paid BD0.189 per metre. This price was determined in 2011 based on 2007 regulatory accounts and has not been altered since.

Given in the NRU service, operators will be using both BNET's duct and BNET's fibre, the price of BD0.249 per metre is effectively a price for the use of duct and a price for the use of fibre. Considering the results of both commercial negotiations and the price operators have been content to pay for use of duct, the TRA considered the price of BD0.249 appeared to be fair and reasonable. In none of the replies to the consultation has any evidence been provided that would justify us changing our view.

#### *Charging methodology*

Batelco stated that it did not accept the charging basis of 'per metre per fibre cable pair per month' and insisted that it should be amended to 'per metre per duct bore per month' in accordance with the ongoing duct rental charging basis.

There appears to be a misunderstanding as this is not just a service for the provision of duct but for the use of BNET's fibre capacity in BNET's ducts. Therefore, the charging relates to the use of fibre capacity. The charging methodology must therefore include both fibre and duct.

#### *Maintenance and Service Charges*

stc stated that the Pricing Schedule which outlined Maintenance Service Charges did not provide any rationale explaining their basis. They also claimed that a breakdown of the services included, their associated costs and the methodology for calculating the charges was essential for transparency.

The TRA notes stc's comments however, the proposed maintenance services are provided on a time and materials basis using the charges for similar situations in the existing RO. The TRA therefore concludes the operators accepted the previous RO, that they understand the scope of the service and the basis of charging.

### *Non-Discrimination*

Batelco argued that the NRU price should reflect fairness and reasonableness while considering contextual factors. It claimed that it was essential that the costs borne by operators were not burdensome in a manner that impacted downstream competition. Batelco further stated that the price set should be non-discriminatory, applying to all relevant operators in an equal and transparent manner.

The TRA agrees with Batelco. The pricing for the NRU would apply to all licensed operators who have transferred their assets equally. Indeed, for all other services, not covered by the NRU that BNET provides, they must be charged in accordance with BNET's RO.

To minimise the impact on the downstream market, the TRA will enable enterprise circuits existing on 19 June 2024 for the period of which the existing customer contract is in force to be considered as part of the NRU. For any enterprise customer contract entered into after 19 June 2024, it must use the relevant BNET RO service.

#### **IV. Do you have any other comments not considered specifically above that you wish to raise?**

Batelco raised a number of arguments which were all marked as confidential. As such the TRA is constrained by what it can publicly state. However, we would observe that the updated definition of the NRU as contained in the order is more precise. It is available to all licensed operators who transferred their fibre assets. We recognize the unique position of Batelco given that it has already sold its fibre assets to BNET. Therefore, to ensure equivalence and that the NRU service is also available to Batelco on the same terms as others, the definition in the SD has been amended to include the asset migration agreement between BNET and Batelco.

Zain commented that in its consultation the TRA declared that BNET had achieved EoI however, the TRA had not conducted any formal review nor published a report to confirm this.

BNET is required to provide the same services to all operators on the same terms and conditions. BNET's RO ensures that BNET publishes its terms and conditions. The TRA monitors the services that BNET provides and the times it takes to deploy or repair services. The TRA presented in October 2022 an assessment of whether BNET was using any of Batelco's services or capabilities to support OLOs. The introduction of this NRU service and the full transfer of fibre assets will ensure that all operators are operating on the same basis.

Zain also argued that the ECTC forum which is meant to monitor the progress of EoI implementation has been frozen. The TRA wishes to confirm its support for the ECTC but it would observe that ECTC meetings have not been taking place as the operators have not been able to agree on an appropriate chairperson.

The TRA thanks the operators for their responses.



## **ANNEX 1 MARKED-UP NRU SERVICE DESCRIPTION**

### **NETWORK RIGHT OF USE SERVICE – DRAFT**

#### **PART 1: SERVICE DESCRIPTION**

##### **SCHEDULE 6.8 – SERVICE DESCRIPTION**

##### **NETWORK RIGHT OF USE SERVICE (NRU)**

#### **1 SERVICE DESCRIPTION AND TERMS OF USE**

- 1.1 The Network Right of Use Service (the “NRU”) involves a service, as further described in this Schedule, provided by the Access Provider to the particular Access Seeker, which has ~~completed transfer of all its Fibre Assets~~transferred its Fibre Capacity to the Access Provider under a separate bilateral commercial asset transfer agreement between both parties ~~(the “ATA”)~~ to fulfil the single network objective of the Government’s National Telecommunications Plan Nos. 4 and 5, and Article 40 bis(a) of the Telecommunications Law of the Kingdom.
- 1.2 The NRU Service involves the grant of an indefeasible right of use of such Fibre ~~Assets~~Capacity to the extent to which:
- a) control over and ownership and title to the specific Fibre ~~Assets~~Capacity ~~has~~es been transferred from the Access Seeker to the Access Provider ~~under the ATA (the “Transferred Fibre Assets”)~~; and
  - b) such Fibre Capacity was used solely for the operation of the Access Seeker’s mobile backhaul, connections between core network nodes, or for connecting the Access Seeker’s network to cable landing stations or international gatewaysthe relevant Access Seeker continues paying the relevant NRU Charges by the Due Date.
- 1.3 The NRU Service involves the exclusive and indefeasible right to use such ~~Transferred~~Fibre AssetsCapacity by the respective Access Seeker for ~~its~~their connectivity needs consistent with the scope as described above in Clause 1.2 for a period of twenty (20) years following completion and effectuation of their transfer to the Access Provider (the “NRU Term”) unless terminated earlier in accordance with the provisions of this Service Description.
- 1.4 The NRU Service includes:
- a) Provision by the Access Provider within the Access Provider’s licensed fixed telecommunications infrastructure of the necessary duct hosting for the Transferred Fibre Assets. The provision of the duct hosting for the Transferred Fibre Assets is dependent on and ancillary to the NRU Service and does not involve granting of a separate duct licensce to the Access Seeker;
  - b) Exclusive and indefeasible right to use the Transferred Fibre Assets by the respective Access Seeker for the entire duration of the NRU Term on the price and non-price terms stipulated in this Schedule 6.8 (Service Description) and Schedule 3 (Pricing) subject to payment of the applicable NRU Service Charges by the Due Date; and



- c) Provision by the Access Provider of repair and maintenance services related to the Transferred Fibre Assets upon request by the Access Seeker and, where applicable, charged as per the list of Charges under Schedule 3 (Pricing).

- 1.5 The right to use the Transferred Fibre Assets granted under the NRU is granted on 'as is' basis, reflecting the technical and other conditions as well as their location, distance, reach and extension within the territory of the Kingdom of Bahrain as of the time of their transfer from the Access Seeker to the Access Provider. However, if the location of the Transferred Fibre Assets is required to be changed at the request of a competent authority, then provided (i) the Access Seeker submits a request in writing; and (ii) the Access Seeker confirms that the number of mobile network end points does not increase; and (iii) the relocation is limited to a distance of 500 meters from the original location then the Access Provider shall facilitate such a relocation. All the costs for carrying out the relocation shall be borne exclusively by the Access Seeker. However, the monthly recurring charge for the NRU shall not be increased as a result of the relocation. involves the use by the Access Seeker of the Transferred Assets 'as is', reflecting the technical and other conditions as well as their location, distance, reach and extension within the territory of the Kingdom of Bahrain as of the time of their transfer from the Access Seeker to the Access Provider.
- 1.6 When providing the NRU Service, the Access Provider shall not be responsible for any technical characteristics, quality, fitness for a particular purpose, or the remaining useful life of the Transferred Fibre Assets following their transfer to the Access Provider. Furthermore, the Access Provider shall not be responsible for any deterioration of their characteristics, performance or function during the NRU Term as a result of normal wear and tear or damage or loss caused by a third party outside of the Access Provider's control.
- 1.7 Where the Access Seeker requires replacement of the Transferred Fibre Assets, during the NRU Term, and unless such requirement is contrary to the terms stipulated in this Schedule 6.8 (Service Description), the Access Provider shall be obliged to perform the necessary removal, installation, and other similar maintenance services, upon the Access Seeker's request and at the Charges stipulated in Schedule 3 (Pricing).
- 1.8 Except as provided for in Clause 1.5, The Access Provider shall not be obliged, and the Access Seeker shall not be entitled to request, any extension or other change to the existing location, distance, reach or footprint of the Transferred Fibre Assets beyond that reflecting their status as of date of their transfer to the Access Provider.
- 1.9 The NRU Service involves a personal and non-transferable right. The Access Seeker is not allowed to resell the NRU Service to another Licensed Operator. The NRU Service does not confer on the Access Seeker a lease, sub-lease or any right of ownership or possession in respect of Access Provider's duct or any other similar civil infrastructure assets of the Access Provider. The Access Seeker may not share or sub-licensee any right granted under the NRU Service.
- 1.10 The Access Seeker does not have any general rights of access to duct(s) or any other similar civil infrastructure assets of the Access Provider including the Transferred Fibre Assets. Any repair, maintenance, replacement, removal or any other activity that is reasonably necessary in relation to the Transferred Fibre Assets shall be exclusively conducted by the Access Provider.
- ~~1.11 The Access Provider may suspend provision of the NRU Service until further notice if the Access Seeker causes, or the Access Provider has clear and reasonable grounds to believe that the Access Seeker will cause, physical or technical harm to any telecommunications network (whether of the Access Provider or another operator).~~

~~1.121.11~~ The Access Provider shall be entitled to suspend or terminate the NRU Service following the process envisaged in Schedule 9 (Supply Terms) of the Agreement.

~~Either Party The Access Provider~~ may terminate the NRU Service on thirty (30) days' notice if:

- a) the Access Seeker ceases to be a Licensed Operator, or
- b) the Access Seeker no longer wishes to avail itself of the NRU Service, whether in its entirety for all affected Transferred Fibre Assets or for a specific subset thereof. ~~In the latter case, the termination can be also made by the Access Seeker.~~

~~1.13 The NRU Service is available to the relevant Access Seeker holding an Individual Telecommunications License which has completed transfer of all its Fibre Assets to the Access Provider under the respective ATA.~~

~~1.12~~ To the extent that there is any conflict or inconsistency between this Service Description and any other parts of the Reference Offer, the provisions of this Service Description shall take precedence.

~~1.13 To the extent that Fibre Capacity is used to provide connections to enterprise customers pursuant to agreements that are in place as at 19 June 2024 which are not provided using current RO products ('Existing Enterprise Agreements'), that shall be considered as part of the NRU throughout the remainder of its term. Provided however, that the term of agreement may not be amended or renewed. In all cases this consideration shall be valid for a maximum period of five (5) years such that as at 18 June 2029, all Existing Enterprise Agreements must be based on other products within BNET's RO.~~

## 2 DEFINITIONS

Capitalised terms not defined in this Service Description are defined in Schedule 8 - (Dictionary) of the Reference Offer. Terms defined in this Service Description are specific to it and, in case of any inconsistency, shall prevail over Schedule 8 (Dictionary).

**Asset Migration Plan** means the plan for migration of assets from Batelco to BNET which was submitted to the Authority on 30 June 2022.

**Fibre CapacityAssets** means the Fibre Cables which that formed part of the licensed fixed telecommunications network of the relevant Access Seeker transferred to the Access Provider under the Asset Transfer Agreement ('ATA') or in the case of Batelco, the fibre capacity already transferred to the Access Provider and subject to the Asset Migration Plan.

**Fibre Cable(s)** means the physical fibre optic cable(s) including all individual fibre strands contained within the protection and external sheath of such cable and any directly related accessories that must not be separated from such cable(s).

**NRU or 'NRU Service'** means the Network Right of Use Service as described in this Service Description to be provided for the NRU Term and on the price and non-price terms stipulated in this Schedule 6.8 (Service Description) and Schedule 3 (Pricing).

**Transferred Fibre Assets** means the Fibre ~~Assets-Capacity~~ to which control of and ownership and title to have been transferred from the relevant Access Seeker to the Access Provider under the respective ATA ~~as defined and further described in such ATA.~~

### **3 MAINTENANCE AND SUPPORT**

- 3.1 Access Provider shall be obliged to provide repair and maintenance services in respect of the NRU Service in accordance with the terms of the Agreement.
- 3.2 Access Seeker may report a Fault to the Access Provider's nominated contact point which shall be available twenty-four (24) hours per day every day.
- 3.3 Access Provider shall record the Fault using a unique reference which it shall pass to the Access Seeker at the same time as acknowledging the Fault and both parties shall agree the time of the report. The Access Provider shall acknowledge the fault within fifteen (15) minutes and shall commence repair of the Fault within:
- a) Five (5) hours during Working Hours; or
  - b) Twelve (12) hours outside of Working Hours
- from the time of the Access Seeker reported the Fault and shall restore the NRU Service in accordance with the Service Levels. The Access Provider shall advise the Access Seeker's nominated contact point once the Fault is clear and both parties shall record the time of this clearance.
- 3.4 All repair, maintenance or any other activities related to the Transferred Assets shall be carried out by the Access Provider at Charges stipulated in Schedule 3 (Pricing).
- 3.5 If and where required, the Access Seeker shall reimburse the Access Provider for all costs associated with the removal and replacement of any ~~Transferred Fibre Cable-Asset~~ which ~~does~~ not comply with the requirements or restrictions imposed by any competent authority in the Kingdom. Provided that the Access Provider shall, upon request of the Access Seeker, provide evidence to the Access Seeker of any notice or request for removal or replacement by the competent authority.
- 3.6 If the Access Provider, by reasonable notice to the Access Seeker, requires relocation or other movement of the Transferred Fibre Assets at the Access Provider's own volition, then the Access Provider shall cover the cost of relocating or moving the Transferred Fibre Assets and the Access Seeker may request to be present and attend to observe at its own expense. In exercising its rights under this Clause 3.6, in order to minimize disruption to the Access Seeker's services, the Access Provider shall use reasonable commercial endeavours to carry out joint planning and co-ordination with the Access Seeker.
- 3.7 Where relocation or other movement of the Transferred Fibre Assets is required by a competent authority or any relevant third party, the Access Provider shall exercise all commercially reasonable endeavours to seek reimbursement of all costs by such competent authority or any relevant third party. If full reimbursement of all costs by such competent authority or any relevant third party is not possible, such costs shall be borne by the Access Provider.
- 3.8 Where replacement of any Fibre ~~Asset-Capacity~~ (or ~~its part thereof~~) ~~forming part of the Transferred Assets~~ is required, and unless otherwise agreed between the parties, the Access ~~ProviderSeeker~~ shall procure (at the Access Seeker's cost) ~~arrange for~~ the



replacement material to be supplied to the Access Provider by an Approved Contractor. The Fibre Capacityable must comply with the Access Provider's specifications notified to the Access Seeker and any requirements imposed by competent authority in the Kingdom. Provided that where the Fibre Capacity (or parts thereof), has been replaced by the Access Provider upon request from the Access Seeker and at the Access Seeker's cost in accordance with this Clause 3.8, then the costs for any subsequent request for replacement, (as long as that subsequent request is not frivolous) during the NRU Term, shall be borne by the Access Provider.

~~3.9 The Access Provider shall not be liable to the Access Seeker in breach of contract, statutory duty, tort (including but not limited to negligence) for any loss of profit, loss of use, loss of data, loss of revenue, loss of contracts or for any financial or economic loss, or for any indirect or consequential damage howsoever caused and in any event the Access Provider's liability shall be limited to the total annual Charges for the NRU Service or, if no rate is set out in the Reference offer, then a maximum amount of ten thousand Bahraini Dinars (BHD10,000).~~

#### **4 CHARGES**

- 4.1 The Access Seeker shall pay to the Access Provider the relevant Charges determined in accordance with Schedule 3 - (Pricing) of the Agreement.
- 4.2 All Charges and sums due from one party to the other under this Agreement are exclusive of VAT. Any VAT shall be charged in accordance with the relevant regulation in force at the time of making the taxable supply and shall be paid by the paying party following receipt from the billing party of a valid VAT invoice.
- 4.3 All Charges for the NRU Service shall be considered fixed and shall not be subject to review or change during the entire duration of the NRU Term. This is an essential element of the NRU Service considering the recovery of the acquisition costs for the Transferred Fibre Assets incurred by the Access Provider.
- 4.4 The Access Seeker indemnifies and holds the Access Provider harmless from municipality charges or other taxes or charges that may be levied from time to time in connection with the provision or use of ducts or the Transferred Fibre Assets and if such charges are levied only on the Access Provider, the Access Seeker must promptly reimburse the Access Provider a portion of charges allocated to the Access Seeker by the Access Provider, in proportion to the share of usage of the duct infrastructure and/ or the Transferred Fibre Assets used and the allocation of the levies and charges~~Transferred Fibre Assets in the relevant duct route or any chargeable element thereof.~~

## PART 2: SCHEDULE 3 – PRICING

### Network Right of Use Service

Chargeable Service or Activity	Frequency	Charge in Bahraini Dinars (BHD)	Charge Basis
NRU Service	Monthly rental charge	0.249	Per metre <del>/per of</del> Fibre Capacity <del>ble /per</del> month (The calculation shall be made on the total distance of the <del>Transferred</del> Fibre Assets Capacity in meters as per the figure stipulated in the individual ATA and shall be fixed during the entire NRU Term). <sup>1</sup>
Scheduled repair, maintenance, installation/replacement, (Business Hours)	Per activity	14	Per hour (minimum chargeable unit is two hours)
Scheduled repair, maintenance, installation/replacement, (Out of Hours)	Per activity	21	Per hour (minimum chargeable unit is two hours)
Unscheduled repair, maintenance, installation/replacement, (Urgency Charge)	Per activity	36	Per hour (minimum chargeable unit is two hours)

1

The Access Seeker and Access Provider acknowledge that the length of fibre cable being provided under this Schedule 6.8 is the subject of a separate ATA entered into between the parties. Accordingly, the Access Seeker shall not be entitled, during the entire NRU Term, to raise any Billing Dispute related to the distance of the fibre cable (as long as the length quoted by the Access Provider in its invoices of the NRU Services is identical to that set out in the respective ATA). All other Billing Disputes that may arise in relation to this NRU Service may be raised pursuant to Schedule 4 (Billing).

The Access Seeker shall not be entitled, during the entire NRU Term, to raise any Billing Dispute pursuant to Schedule 4 (Billing) regarding the amount of Charges for the NRU Service, because these Charges and its calculation using the total distance of the Transferred Fibre Assets as stipulated in the respective ATA, shall be considered fixed during the NRU Term.

Any additional maintenance services or materials that may be requested by the Access Seeker	Per activity	To be calculated on a time and materials basis	Time and materials (Annex 1)
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