

**An Order issued by the
Telecommunications Regulatory Authority on the
Reference Offer of Bahrain Telecommunications Company BSC(c)
30 May 2019
Ref: MCD/05/19/047**

Purpose: To set the fair, reasonable and non-discriminatory price and non-price terms of the regulated wholesale products and services in Bahrain Telecommunications Company BSC(c) (Batelco)'s Reference Offer.

REFERENCE OFFER ORDER IN RELATION TO Bahrain Telecommunications Company BSC(c) (the "BRE Order")

1. The Telecommunications Regulatory Authority (the "Authority") hereby orders Bahrain Telecommunications BSC(c) ("Batelco") to submit for the Authority's approval a reference offer ("BRE RO") in respect of the products and services specified in this BRE Order ("the BRE RO Services") that will be provided by Batelco (referred to in this BRE Order as "BRE") in the form and in terms (including price and non-price terms) stipulated in this BRE Order.
2. This BRE Order is issued by the Authority pursuant to the exercise of its powers under Article 3(c)(1), Article 57(b) and Article 57(e) of Legislative Decree No. 48 for the year 2002 promulgating the Telecommunications Law (as amended by virtue of Decree No. 38 of 2017) (the "Law") and Articles 2, 3, 4, 5 and 6 of the Access Regulation issued on 30 April 2005 (the "Access Regulation").
3. The legal basis and reasoning set out in Annex A forms an integral part of this BRE Order.

Price terms of the BRE RO Services

4. The price terms to be implemented by Batelco in the BRE RO are set out in the pricing schedule attached at Annex B to this BRE Order (Schedule 3 – CHARGES).

Non-price terms of the BRE RO Services

5. Batelco is required to make changes to the version of Batelco's reference offer in force immediately prior to the effective date of this BRE Order ("Batelco's Current Reference Offer"). Batelco is required to ensure that the below changes are implemented in the BRE RO, which Batelco is required to submit to the Authority in accordance with paragraph 18 of this BRE Order.
6. The following sections, schedules and items within Batelco's Current Reference Offer shall be deleted in their entirety and shall not form part of the BRE RO:
 - Schedule 1 2-5: LOCAL LEASED CIRCUIT FOR OLO

- Schedule 1 2-6: CUSTOMER ACCESS TAIL (CAT) SERVICE
- Schedule 1 2-12:
 - BITSTREAM SERVICE
 - RESIDENTIAL BITSTREAM PLUS SERVICE ¹
- Schedule 1 2-17: WHOLESALE DATA CONNECTION SERVICE (WDC)
 - Order Forms: Bitstream Order Form
- Schedule 1 2-15-1: UNBUNDLED METALLIC PATH SERVICE
- Schedule 1 2-15-2: SERVICE NODE FACILITIES MANAGEMENT SERVICE
- Schedule 1 2-15-3: UMP BACKHAUL SERVICE
- Schedule 1 2-15-4: UMP SPECIFIC INFORMATION SERVICE
- Schedule 7 -1: DUCT ACCESS LICENCE
- Schedule 7 -2: DUCT SHARING POLICY
- Schedule 7 -3: DUCT SHARING PROCESS

7. The following sections, schedules and items within Batelco's Current Reference Offer shall remain in their entirety and shall form part of the BRE RO:

- Schedule 1 1-1: IN-SPAN INTERCONNECT LINK SERVICE
- Schedule 1 1-2: CUSTOMER SITED INTERCONNECTION SERVICE
- Schedule 1 1-3: PSTN TERMINATING ACCESS SERVICE
- Schedule 1 1-4: MOBILE TERMINATING ACCESS SERVICE
- Schedule 1 1-7: EMERGENCY CALL ACCESS SERVICE
- Schedule 1 2-1: PSTN TRANSIT SERVICE
- Schedule 1 2-2: DIRECTORY ASSISTANCE SERVICE
- Schedule 1 2-7: INTERNATIONAL INBOUND CALLS TO BATELCO FIXED TELEPHONES
- Schedule 1 2-8: INTERNATIONAL INBOUND CALLS TO BATELCO MOBILE TELEPHONES
- Schedule 1 2-9: INTER-OPERATOR TRANSIT ACCESS SERVICE
- Schedule 1 2-11: WHOLESALE DSL SERVICE
 - Order Forms: Wholesale DSL Order Form
- Schedule 1 2-13: CARRIER PRESELECTION SERVICE

¹ Also referred to in Batelco's Current Reference Offer as 'HIGH SPEED RESIDENTIAL MASS MARKET BITSTREAM SERVICE'.

- Order Forms: Wholesale CPS Order Form
 - Schedule 1 2-14: INTERNATIONAL FALCON CONNECTION SERVICE (IFC Service)
 - Schedule 1 2-16: WHOLESALE LOCAL ACCESS SERVICE (WLA)
 - Schedule 1 3-2: NATIONAL COLLECT CALL SERVICE
 - Schedule 1 3-3: INBOUND INTERNATIONAL COLLECT CALL ACCESS SERVICE
 - Schedule 1 3-7: DIRECTORY LISTING SERVICE
8. The following sections, schedules and items within Batelco's Current Reference Offer shall remain withdrawn:
- Schedule 1 1-5: PAGING TERMINATING ACCESS SERVICE
 - Schedule 1 1-9: INTERNATIONAL BATELCO INBOUND CONNECTION AND TERMINATION SERVICE TO ANOTHER OPERATOR'S MOBILE TELEPHONES
 - Schedule 1 1-10: CALLING CARD ORIGINATING ACCESS SERVICE
 - Schedule 1 2-4: DIAL-UP INTERNET ACCESS SERVICE
9. The following sections, schedules and items within Batelco's Current Reference Offer shall be amended in the BRE RO to remove references to those services that have been removed in their entirety or withdrawn under paragraphs 6 and 8 of this BRE Order:
- BODY TERMS
 - INDEX
 - BATELCO JOINT WORKING MANUAL
 - Schedule 2: NOTIFICATION & ACCEPTANCE
 - Schedule 2: REQUEST NEW SERVICE
 - Schedule 2: REQUEST OFFERED SERVICE
 - Schedule 4: BILLING & COLLECTION
 - Schedule 5: ORDERING & PROVISION
 - Schedule 6: FAULT MANAGEMENT
 - Schedule 7: FACILITIES ACCESS SERVICE
 - Schedule 9: SUPPLY TERMS

- Order Forms - Wholesale Access Order Form

10. The following price and non-price terms of Batelco's Current Reference Offer shall be amended by Batelco so that the versions included in the BRE RO are in accordance with the contents of the following documents attached at Annex C to this BRE Order:

10.1.1 Schedule 3: CHARGES

10.1.2 Reference Offer - Schedule 8 – Dictionary and Rules of Interpretation and Construction

Batelco obligations

11. Batelco shall continue to comply with Batelco's Current Reference Offer until the effective date of the BRE Order.

12. With respect to existing WLA connections provided by Batelco under Batelco's Current Reference Offer, Batelco is required submit to the Authority within one (1) month of the effective date of this BRE Order for its approval a migration plan to transfer existing WLA connections to NBNETCo ("NetCo") by no later than 31 December 2019. In the meantime, Batelco shall maintain the operation of the existing WLA connections until the earlier of (i) expiry of the respective contracts, or (ii) completion of the migration plan reference above, by 31 December 2019. Batelco shall not offer WLA services to new customers on or after the effective date of this BRE Order. This restriction is due to the fact that in giving effect to the separation, Batelco in its licence is prohibited from providing services that are in competition with Netco. WLA is deemed by the Authority to act as a substitute product to WDC. Therefore the Authority's dispensation to Batelco is limited.

13. Batelco shall, as of the effective date, procure that it shall transfer control of the network elements determined below to NetCo:

1. Core Network

- a. All core network fibre cables
- b. All core network duct routes
- c. All exchange buildings

- d. All equipment (including management platforms) for the DWDM network (including functionality to provide SDH services)

2. Access Network

- a. All access network fibre cables (including all associated street furniture and joints)
- b. All access network copper cables (including all associated street furniture and joints)
- c. All access network duct routes
- d. All relevant equipment (including management platforms) for the Optical Line Termination (OLT) network
- e. All relevant equipment (including management platforms) for the Multi-service Access Node (MSAN) network
- f. All relevant equipment (including management platforms) for the Ethernet Switch (ES) network

3. Operational and Billing Support Systems (OSS/BSS)

- a. Access to separated functions of OSS/BSS in order to allow NetCo to administer (i.e. Order management, fault management, billing) of the services as set out in the Service Descriptions

- 14. Batelco shall, within two (2) months from the effective date of this BRE Order, submit to the Authority for its approval a Systems Separation Plan as defined in section 6 of the Separation Guidelines published by the Authority on 6 August 2018 (ref: LAD/0818/198). Batelco may only share the same services (including the IT systems) with NetCo following the prior written approval of the Authority.
- 15. Batelco shall, within one (1) month from the effective date of this BRE Order, procure that it shall transfer existing customer contracts and related billing disputes (if any) for the services set out in paragraph 6 of this BRE Order to NetCo. Batelco shall also, within one (1) month from the effective date of this BRE Order, procure that it shall transfer existing bank guarantees provided by customers to NetCo.

16. Unless determined otherwise and communicated to Batelco by the Authority in writing, Batelco shall be required to continue to comply with any resolution, determination, decision and/or order issued by the Authority prior to and after the effective date of this BRE Order to Bahrain Telecommunications Company BSC(c). Nothing in this BRE Order shall be construed so as to prevent Batelco from being required to promptly take all necessary measures to reflect the terms of any such resolution, determination, decision and/or order.

Entry into force

17. This BRE Order is effective on the date of its issuance.
18. Within five (5) working days following the effective date of this BRE Order, Batelco shall provide to the Authority for its approval a revised BRE RO that implements the terms of this BRE Order. Batelco shall make such changes to the reference offer as are necessary to ensure that the revised BRE RO implements the terms of this BRE Order. Failure to submit a revised BRE RO that implements the terms of this BRE Order within the specified timeframe will be a material breach of this BRE Order.
19. Following receipt of a revised BRE RO (incorporating any required changes) in accordance with paragraph 18 above, the Authority will determine whether the RO implements the terms of this BRE Order. In the event that the Authority considers that the revised BRE RO implements the terms of this BRE Order, the Authority shall issue an approval letter to Batelco requiring Batelco, within fourteen (14) calendar days of the issuance of such approval letter, to:
- 19.1.1 publish the approved BRE RO in accordance with the terms of paragraph 32.4 of Annex A to this BRE Order and/or as otherwise directed by the Authority under the Law and/or Access Regulation; and
 - 19.1.2 offer the BRE RO Services in accordance with the final approved BRE RO to all licensed operators.
20. If Batelco does not submit a revised BRE RO in accordance with paragraph 18 above and/or does not publish the BRE RO in accordance with paragraph 19 above, the revisions and amendments to Batelco's Current Reference Offer

provided for in this BRE Order shall be deemed to have been made and incorporated into the BRE RO, and a version of the RO as so revised and amended will be considered final and binding on Batelco and will be published by the Authority on its website. Batelco will be required to supply the BRE RO Services in accordance with, and licensed operators, users and consumers will be entitled to rely on, the terms of such BRE RO as published on the Authority's website.

21. This BRE Order is without prejudice to any further orders, regulations and determinations that the Authority may consider necessary pursuant to its powers and duties under the Law.

Compliance

22. Batelco shall comply with the terms of this BRE Order. Failure to comply with the terms of this BRE Order may constitute a material breach of the Law and may consequently be subject to enforcement action pursuant to the relevant provisions of the Law and/or Batelco's Licenses.

Signed



Acting General Director

Telecommunications Regulatory Authority of Bahrain

30 May 2019

Annex A – Order Legal Basis and Reasoning

Introduction

23. This Annex A contains the legal basis and reasoning for BRE Order.

Background

24. The Fourth National Telecommunications Plan ("NTP4") provides for the establishment of a single national broadband network ("NBN"). NTP4 further provides for that network to be owned by a separate legal entity, which is legally and functionally separated from Batelco. The single NBN provider is to supply wholesale products and services to all licensed operators in the Kingdom of Bahrain.
25. Batelco has established NetCo as the Separated Entity, a legally separated entity, as the single NBN provider.
26. The Authority has, by way of public consultation, sought stakeholder views on the price and non-price terms of the reference offer that should be made available by Batelco to licensed operators (LAD 1218 347 of 20 December 2018, and LAD 0913 082 of 28 March 2019).
27. Batelco is currently required under Article 3(c)(1), Article 57(b) and Article 57(e) of the Law and under Articles 2, 3, 4, 5 and 6 of the Access Regulation to publish a reference offer regarding its regulated wholesale products and services.
28. In order to reflect the principles in NTP4 and the new industry structure resulting from the legal separation of Batelco, amendments need to be made to the current wholesale reference offer of Batelco (defined above as "**Batelco's Current Reference Offer**") to reflect the fact that Batelco will cease to provide certain wholesale products and services which form part of the reference offer to be published by NetCo and/or to which existing supply agreements for certain legacy

services that will not be provided by BRE (such as duct rental services and therefore duct, main distribution frame equipment room, duct chamber, underground plant and street cabinet) are to be transferred.

29. On 21 April 2019 the Authority issued for consultation a draft of this BRE Order, which included the Authority's proposed amendments to the services and to the underlying price and non-price terms in Batelco's Current Reference Offer that will be provided by Batelco under this BRE RO ("the **BRE ROO Consultation**"). In finalising the BRE Order, the Authority has reviewed the comments received in response to the BRE ROO Consultation.

Legal basis

30. This BRE Order is issued by the Authority pursuant to Article 3(c)(1), Article 57(b) and Article 57(e) of the Law and Articles 2, 3, 4, 5 and 6 of the Access Regulation.
31. This BRE Order requires Batelco to make the necessary revisions to Batelco's Current Reference Offer and to produce a BRE RO covering accurately the products and services that will be supplied by Batelco as of the effective date of this BRE Order. The BRE RO shall fully reflect the discontinuance of those wholesale products and services that will be provided by NetCo, and not by Batelco.

BRE RO review process

32. The process for approval of the BRE RO is as follows:
- 32.1 **Step 1:** Batelco submits a draft BRE RO to the Authority, which the Authority reviews.

On 31 March 2019, Batelco submitted to the Authority its proposed reference offer (the "**draft BRE RO**") for the Authority's approval.

- 32.2 **Step 2:** If the Authority approves the draft BRE RO as submitted, the Authority issues an approval letter.

The Authority does not consider, for the reasons set out herein, that the draft BRE RO was able to be approved in its submitted format. Rather, the Authority considered that Batelco should be required to continue to provide the current Batelco wholesale product set on the basis of the price and non-price terms of Batelco's Current Reference Offer, save for those amendments which are necessary solely as a result of the legal separation of Batelco and to reflect those products and services which are included in NetCo's Reference Offer. The draft BRE RO submitted by Batelco proposes changes which are not limited to that.

- 32.3 **Step 3:** If the Authority does not approve the draft BRE RO as submitted, the Authority issues for consultation a draft BRE Order setting out the proposed terms that Batelco will be required to reflect in the final version of the BRE RO.

On 21 April 2019, the Authority published a draft BRE Order with details on Batelco's draft BRE RO for consultation. The deadline for responses to the BRE ROO Consultation was 19 May 2019. Following the Authority's review of the responses to the ROO Consultation, the Authority hereby issues this BRE Order, specifying the terms that must be reflected in the final version of the BRE RO along with the process and timeline for resubmission of a revised draft BRE RO by Batelco for the Authority's approval. If the Authority approves the revised draft BRE RO as resubmitted by Batelco, the Authority will issue an approval letter.

- 32.4 **Step 4(a):** Once the BRE RO has been approved, Batelco must publish within fourteen (14) days on the relevant section of its website relating to BRE, the version of the BRE RO approved by the Authority; or
- 32.5 **Step 4(b):** In the event that Batelco does not resubmit a revised BRE RO or the resubmitted draft BRE RO does not fully reflect the terms of the final BRE Order, the Authority will consider the changes required pursuant to this BRE Order to be decisive and binding on Batelco. When seeking the supply of services from

Batelco, licensed operators, users and consumers will be entitled to rely on the terms of the BRE RO as amended by virtue of this BRE Order.

Scope of the BRE RO Product Set

33. In light of the responses to the BRE ROO Consultation, the Authority considers that the amendments to the draft BRE RO should ensure that, following the legal separation of Batelco:
- 33.1 Batelco shall not provide under the BRE RO any products and services that are included in NetCo's Reference Offer. This is necessary to reflect the new industry structure arising from the legal separation of Batelco and to avoid duplication between the BRE RO and NetCo's Reference Offer.
- 33.2 There is continuity of supply for licensed operators regarding those products and services that will remain with Batelco, rather than being provided by NetCo under NetCo's Reference Offer. The changes to the product set (including price and non-price terms) in Batelco's Current Reference Offer that are to be reflected in the BRE RO must therefore be limited accordingly. The purpose of this BRE Order is not to replace or obfuscate the existing regulatory framework (including in particular the market review framework) under the Law by enabling Batelco to request, as part of the BRE RO process, the withdrawal of certain products or services from Batelco's Current Reference Offer based on Batelco's commercial considerations.

Fair, reasonable and non-discriminatory terms

Non-price terms

34. The Authority notes that Batelco did not propose any amendments to the non-price terms of Batelco's Current Reference Offer. Rather, Batelco's proposals for the BRE RO were to request withdrawal of specific products and services in their entirety.

35. In the interests of expediency however, the Authority had regard to the non-price terms available under Batelco's Current Reference Offer. The Authority proposed in the BRE ROO Consultation a number of amendments to Schedule 8: Dictionary and Rules of Interpretation and Construction of Batelco's Current Reference Offer so as to reflect those products and services that are to be provided by NetCo and are included in NetCo's Reference Offer. A revised version of Schedule 8: Dictionary and Rules of Interpretation and Construction is included at Annex C to this BRE Order. Batelco is required to ensure that the BRE RO implements the changes in Annex C to this BRE Order.
36. The Authority did not propose in the BRE ROO Consultation any amendments to the remaining Schedules in Batelco's Current Reference Offer and which are to be included in the BRE RO. Notably, the Authority did not consider it necessary for Batelco to amend the terms of Schedule 1: Main Body Terms and/or Schedule 9: Supply Terms to reflect the new industry structure. The Authority considered that since the Main Body Terms and/or Supply Terms are not product or service specific and since Batelco will continue to provide access and interconnection to certain services in the BRE RO, it not necessary to amend the provisions of these particular schedules. Notwithstanding industry feedback on specific clauses within the Main Body Terms and the Supply Terms the Authority remains of the view that there it is not necessary, at this stage, to require BRE to incorporate such changes. The Authority considers that the Main Body Terms and the Supply Terms in the BRE RO therefore can be distinguished from the equivalent schedules on the main body terms and supply terms in NetCo's Reference Offer which are to be specifically tailored to NetCo's product set.

Price terms

37. The price terms of Schedule 3 of Batelco's Current Reference Offer shall be replaced in their entirety by the new Schedule 3 in Annex B to this BRE Order. Batelco shall implement the terms of Schedule 3 in Annex B in the BRE RO.

38. Batelco proposed in the draft BRE RO that certain products and services should be provided on a commercial basis, meaning that their price terms would not be regulated:

- 38.1.1 SMS Terminating Access: Batelco's proposed changes to the prices for this service, as compared to the existing prices in Batelco's Current Reference Offer;
- 38.1.2 International Private Leased Circuit Service;
- 38.1.3 Speaking Clock Service;
- 38.1.4 International Operator Assisted Call Service;
- 38.1.5 Directory Assistance (181,188);
- 38.1.6 Certain parts of the Facilities Access Service (excluding duct rental which is to be excluded from the BRE RO in any event);
- 38.1.7 Wholesale International Outbound Switched Service (Wholesale IDD);²
- 38.1.8 Freephone Originating Access;
- 38.1.9 Carrier Pre-Selection (CPS); and
- 38.1.10 MMS Delivery Service.

39. The Authority indicated in the BRE ROO Consultation that save for CPS³ and Directory Assistance⁴ which are subject to *ex ante* regulation, the Authority did not object to the proposed offering of the other services listed above in paragraph 38 on a commercial basis. This is because such other services are not subject to a regulatory obligation on Batelco regarding the price terms for these services. For similar reasons, the Authority did not object to Batelco's proposed changes to the prices for the SMS Terminating Access service. Having considered industry feedback to the BRE ROO Consultation, the Authority considers that the Authority's views are still appropriate and this is reflected in Schedule 3 – CHARGES, attached as Annex B to this BRE Order.

² Also referred to in Batelco's Current Reference Offer as: 'Wholesale International Switched Service'.

³ CPS continue to be regulated under the CPS Regulation 2004 (MOU/RN/003).

⁴ Dominance in Interconnection Markets (Ref: ERU/DE/005) and Batelco's current National Fixed Services License (NFL). As noted above, while the Authority has proposed a number of amendments to Batelco's existing suite of Licenses, which will need to be made as a result of the legal separation of Batelco, the Authority has not proposed to remove or make any substantive amendments to the relevant provisions on directory information (which includes directory listing and directory assistance services) in the draft Batelco Amended NFL - Public consultation on the Authority's proposed amendments to telecommunications license held by Batelco following legal separation (LAD0219/057 of 28 February 2019).

40. As regards CPS and Directory Assistance services, Batelco is required to ensure that the prices in Schedule 3 – CHARGES of the BRE RO reflects the regulated prices for these services.

Annex B

Schedule 3 – CHARGES

THE CURRENT CHARGES FOR THE SERVICES ARE SET OUT IN THIS SCHEDULE AND A HISTORICAL RECORD OF CHARGES WHICH HAVE PREVIOUSLY BEEN IN EFFECT APPEAR IN ANNEX 5 BELOW.

ALL CHARGES ARE IN BAHRAIN DINARS UNLESS OTHERWISE STATED.

Please note that for the purposes of the Reference Interconnection Offer, the rates shown at 1-1.12, 1-2.2 and 1-2.11 are maximum charges.

REGULATED (R) MEANS THE SERVICE OR PRODUCT IS SUBJECT TO THE REFERENCE INTERCONNECTION OFFER OR REFERENCE ACCESS OFFER APPROVED OR ORDERED BY THE REGULATOR UNDER BATELCO'S WHOLESALE dominance determinations and Article 57 of the Telecommunications Law.

Not regulated (NR) means the service or product is not subject to the reference interconnection offer or reference access offer approved or ordered by the regulator under Batelco's wholesale dominance determinations and Article 57 of the Telecommunications Law.

INTERCONNECTION SERVICES - R

1-1: ISI Link

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-1.1	Footway Box construction and preparation work	6 August 2006	Cost per construction	Half the total costs of work performed on time and materials basis at the rates from time to time set out in Annex 1
1-1.2	Fibre installation charges where the Footway Box is less than or equal to 100m from the Batelco Switch Connection	6 August 2006	Free of charge	
1-1.3	Extended fibre installation charges where Footway Box is more than 100m from the Batelco Switch Connection	6 August 2006	Cost per installation	Half the total costs of work performed on time and materials basis at the rates from time to time set out in Annex 1

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-1.4	Switch Port and line Connection charge	6 August 2006	BD 41	Per 2 Mbit/s connection/ per connection
1-1.5A	ISI Link – Port and E1 line rental for unilateral traffic routes – 1-14 links	1 June 2012	BD 48.599	Per point of interconnection per 2Mbit/s/per month for each link up to first km
1-1.5B	ISI Link – Port and E1 line rental for unilateral traffic routes – 15-28 links	1 June 2012	BD 30.181	Per point of interconnection per 2Mbit/s/ per month for each link up to first km
1-1.5C	ISI Link – Port and E1 line rental for unilateral traffic routes – 29-42 links	1 June 2012	BD 26.002	Per point of interconnection per 2Mbit/s/ per month for each link up to first km
1-1.5D	ISI Link – Port and E1 line rental for unilateral traffic routes – 43-63 links	1 June 2012	BD 24.003	Per point of interconnection per 2Mbit/s/ per month for each link up to first km
1-1.6	Unadjusted Port Rental for bilateral traffic routes	7 February 2007	BD 87	Per 2Mbit/s/per month
1-1.7	Adjusted Port Rental (idle ordered ports) for bilateral traffic routes	7 February 2007	BD 87	Per 2Mbit/s/per month
1-1.8	Adjusted Port Rental traffic balance calculation for bilateral traffic routes	6 August 2006	Per 2Mbit/s/per quarter in accordance with Annex 2	Per 2Mbit/s/per quarter in accordance with Annex 2
1-1.9	Route type change or addition	6 August 2006	BD 14	Per software alteration
1-1.10	Switch Port rearrangement	6 August 2006	BD 41	Per E1/per rearrangement
1-1.11	Signalling Link connection	6 August 2006	BD 14	Per link
1-1.12	Signalling Link rental	1 June 2012	BD 25.366	Per link/ per month
1-1.13	Signalling Link rearrangement	6 August 2006	BD 41	Per rearrangement

1-2: Customer Sited Interconnect - R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-2.1	CSI Link Connection Charge	6 August 2006	BD 25	Per 2Mbit/s per connection

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-2.2A	CSI Link Rent (Basic) 1-14 Links	1 June 2012	BD 169.039	Per point of interconnection per 2Mbit/s/ per month for link up to first km
1-2.2B	CSI Link Rent (Basic) 15-28 Links	1 June 2012	BD 73.195	Per point of interconnection per 2Mbit/s/ per month for link up to first km
1-2.2C	CSI Link Rent (Basic) 29-42 Links	1 June 2012	BD 51.447	Per point of interconnection per 2Mbit/s/ per month for link up to first km
1-2.2D	CSI Link Rent (Basic) 43-63 Links	1 June 2012	BD 41.046	Per point of interconnection per 2Mbit/s/ per month for link up to first km
1-2.3	CSI Link Rent (per additional km or part)	6 August 2006	BD 1	Per 2Mbit/s/per month/per km
1-2.4	Local End Separation Surcharge	6 August 2006	Price on application	Per 2Mbit/s/ per month
1-2.5	Site Entry Separation Surcharge	6 August 2006	Cost of Work	As per time and materials in Annex 1
1-2.6	Full Separation Surcharge	6 August 2006	Price on application	Per 2Mbit/s/per month/per km
1-2.7	Additional Intrabuilding Link connection (Customer Site)	6 August 2006	BD 14	Per 2 Mbit/s per connection
1-2.8	Additional Intrabuilding Link rental (Customer Site)	6 August 2006	BD 50	Per 2Mbit/s/per month
1-2.9	Intrabuilding Link rearrangement	6 August 2006	BD 14	Per rearrangement
1-2.10	Signalling Link connection Charge	6 August 2006	BD 14	Per link/per connection
1-2.11	Signalling Link rental	1 June 2012	BD 25.366	Per link/ per month
1-2.12	Signalling Link rearrangement	6 August 2006	BD 41	Per rearrangement
1-2.13	Route type change or addition	6 August 2006	BD 14	Per software alteration
1-2.14	Switch Port rearrangement	6 August 2006	BD 41	Per E1 port/ per arrangement
1-2.15	Alternative radio link	6 August 2006	Price on application	

1-3: Fixed Terminating Access - R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-3.1	Fixed Terminating Access	1 October 2015 to 30 September 2016	1.92 Fils	Per Fils, calculated per second
		1 October 2016 to 30 September 2017	1.38 Fils	
		1 October 2017 onwards	1.02 Fils	
1-3.2	Delivery to tone or announcement as set out in Service Description	1 February 2011	2 Fils	Per event

1-4: Mobile Terminating Access - R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-4.1	Mobile Terminating Access	1 October 2015 to 30 September 2016	4.50 Fils	Per minute, calculated per second
		1 October 2016 to 30 September 2017	3.30 Fils	
		1 October 2017 onwards	2.40 Fils	
1-4.2	Delivery to tone or announcement as set out in Service Description	1 February 2011	2 Fils	Per event
1-4.3	Calls to and from Test SIMS	6 August 2006	SIM provider's retail rates	Per call made or received

1-5: Withdrawn Service

1-6: SMS Terminating Access - NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-6.1	Message Delivery, other than as below	[DATE]	3 Fils	Per Message
1-6.2	Messages to or from Test SIMs	6 August 2006	SIM provider's retail rate	Per Message sent or received

1-7: Emergency Call Access Service - R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-7.1	Conveyance of Emergency Call to 999		4.4 Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.
1-7.2	Conveyance of Emergency Call to 990		4.4 Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.
1-7.3	Conveyance of Emergency Call to 992		4.4Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.
1-7.4	Conveyance of Emergency Call to 994		4.4 Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.
1-7.5	Conveyance of Emergency Call to 998		4.4 Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.
1-7.6	Conveyance of Emergency Call to 995		4.4 Fils	Per minute, based on the average of calls originating from a mobile network and a Fixed network.

1-8: Freephone Call Originating Access Service – NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
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1-8.1	Freephone from Mobile	24 January 2013	5.369 Fils (price ceiling)	Per minute, based on the then current Batelco Mobile termination rate in item 1-4.1, calculated per second
1-8.2	Freephone from Fixed	1 February 2011	2.71 Fils	Per minute, based on the then current Batelco PSTN termination rate in item 1-3.1 and 1-3.2 calculated per second

1-9: International Inbound Connection and Termination Service to Mobile Telephones - NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-9.1	International Connection Services	6 August 2006	Set out in Annex 3	Per minute, calculated per second, subject to any applicable minimum charge

1-10: Withdrawn

1-11: MMS Delivery Service - NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
1-11.1	MMS message delivery as set out in the service description	1 February 2011	124.495 Fils	Per message
1-11.2	Messages to or from Test SIMs	30 May 2005	SIM provider's retail rate	Per MMS Message sent or received

2 ACCESS SERVICES

2-1: PSTN Transit Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-1.1	Per Transit Call - Fixed as set out in the Service Description	1 October 2009	1.724 fils	Per minute
2-1.2	Per Transit Call - Mobile as set out in the Service Description	1 October 2009	1.988 fils	Per minute

2-2: Directory Assistance Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-2.1	For standard Call to 181 as set out in Service Description	18 August 2016	186.970 Fils	Per call
2-2.2	For Call to 188 as set out in Service Description	18 August 2016	186.970 Fils	Per call and sent SMS
2-2.3	Delivery to tone or announcement as set out in Service Description	6 August 2006	2 Fils	Per event

2-3: Facilities Access Service –NR (masts/towers or other facility)

Item	Chargeable Activity	Effective date	Charge	Charge Basis
2-3.1	Processing Access Application Fee	6 August 2006	BD 100	Per application
2-3.2	Site Survey if required	6 August 2006	For duct access, the field study total charge should not exceed BD 0.430 per metre of the duct route	Time and Materials

2-3.3	Reprocessing Fee	6 August 2006	BD 50	Per resubmission or amendment of application
2-3.4	Access Site Lease Administrative Charge	6 August 2006	BD200	Per lease processed
2-3.5	Access Site Sub-Lease Administrative Charge	6 August 2006	BD 900	Per Sub-lease processed
2-3.6	Make Ready and installations charges	6 August 2006	Cost of work	Time and materials basis as set out in Annex 1
2-3.7	Site Space Charge (Facility other than Ducts) - including power supply limited to 10 kw/mth	6 August 2006	BD 25	Per sq metre/Site/month for space occupied or rendered unusable
2-3.8	Tower Sector Fee	6 August 2006	BD 50	Per sector/month
2-3.10	Additional Power Supply or other Equipment Request Charge	6 August 2006	On application	On application
2-3.11	Security and Site Access Administration Fee	6 August 2006	BD 2	Per card/per site/per month
2-3.12	Scheduled installation, maintenance and removal Charges (Business Hours)	6 August 2006	BD 14	Per hour (two hour minimum call out)
2-3.13	Scheduled installation, maintenance and removal Charges (Out of Hours)	6 August 2006	BD 21	Per hour (two hour minimum call out)
2-3.14	Unscheduled installation, maintenance and removal Charges (Urgency Surcharge)	6 August 2006	BD 36	Per hour (two hour minimum call out)
2-3.15	Additional Requested Services	6 August 2006	Cost of work	Time and materials as set out in Annex 1

2-4: Withdrawn Service

2-5: Withdrawn Service

2.7 International Inbound calls to Fixed – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-7.1	International Inbound calls to Fixed	1 October 2015	30.12 Fils	Per minute, calculated per second Charge will also apply for originated calls with absent or unclear CLI.
2-7.2	Delivery to tone or announcement as set out in Service Description	6 August 2006	2 Fils	Per event

2.8 International Inbound Calls to Mobile – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-8.1	International Inbound Calls to Mobile	1 October 2015	37.68 Fils per minute	Per minute, calculated per second Charge will also apply for originated calls with absent or unclear CLI.
2-8.2	Delivery to tone or announcement as set out in Service Description	6 August 2006	2 Fils	Per event

2-9: Inter-Operator Transit Access Service – R Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-9.1	Inter-Operator Transit Access Service: Per Transit Call	18 August 2016	1.551 Fils	Per minute, chargeable per second
2-9.2	Per Transit Call as set out in Service Description, payable by the Access Seeker	6 August 2006	The applicable rate for termination of calls (or origination of calls in the case of freephone/reverse charge scenarios) on the other Licensed Operator's Network	Same charging basis as applied by the terminating operator (or originating operator in the case of freephone/ reverse charge scenarios) which is usually per minute, chargeable per second

2-10: International Private Leased Circuit (IPLC) - NR

Monthly recurring charges for half-circuit (BD):

Monthly Price (ZONE 1)		
Speed	Effective Date	Open Service Period or 1 Year Fixed Service Period
64 kbit/s	1 June 2012	77.944
128 kbit/s	1 June 2012	100.276
256 kbit/s	1 June 2012	144.939
512 kbit/s	1 June 2012	234.264
768 kbit/s	1 June 2012	323.590
1.024 Mbit/s	1 June 2012	416.542
1.536 Mbit/s	1 June 2012	595.193
2.048 Mbit/s	1 June 2012	773.845

Maximum Price Ceilings in BD* for DS-3, STM-1 and STM-4 : - R (price ceiling)

Monthly Price Ceilings (ZONE 1) *		
Speed	Effective Date	Open Service Period or 1 Year Fixed Service Period
DS3 (44.736 Mbit/s)	1 June 2012	2,204.551*
STM-1 (155.52 Mbit/s)	1 June 2012	4,272.430*
STM-4 (622.08 Mbit/s)	1 June 2012	10,921.226*

* Price ceilings apply when the IPLC uses the following international cable and landing partner:

Destination	International Cable	Landing Partner
UAE	FOG	Etisalat
Kuwait	FOG	Ministry of Communications (MOC)
Oman	FALCON	OmanTel
Qatar	FOG	QTel
Saudi Arabia	SFO	STC Saudi

Prices may differ from the above price ceilings if another international cable and landing partner are requested by the ordering party.

Monthly Price (ZONE 2)		
Speed	Effective Date	Open Service Period or One Year Fixed Service Period
64 kbit/s	1 June 2012	126.406
128 kbit/s	1 June 2012	197.199
256 kbit/s	1 June 2012	338.785
512 kbit/s	1 June 2012	621.958
768 kbit/s	1 June 2012	905.130
1.024 Mbit/s	1 June 2012	1,191.928
1.536 Mbit/s	1 June 2012	1,758.273
2.048 Mbit/s	1 June 2012	2,324.618

Monthly Price (ZONE 3)		
Speed	Effective Date	Open Service Period or One Year Fixed Service Period
64 kbit/s	1 June 2012	94.069
128 kbit/s	1 June 2012	132.525
256 kbit/s	1 June 2012	209.437

512 kbit/s	1 June 2012	363.262
768 kbit/s	1 June 2012	517.086
1.024 Mbit/s	1 June 2012	674.537
1.536 Mbit/s	1 June 2012	982.186
2.048 Mbit/s	1 June 2012	1,289.835

IPLC Service Charge Zones

Country	Charge Zone	Country	Charge Zone	Country	Charge Zone
KUWAIT	1	SUDAN	2	FRANCE	3
OMAN	1	TURKEY	2	GERMANY	3
QATAR	1	TUNISIA	2	HONG KONG	3
SAUDI ARABIA	1	YEMEN A.R	2	INDONESIA	3
UAE	1	COMORES	2	ITALY	3
ALGERIA	2	INDIA	2	JAPAN	3
CYPRUS	2	IVORY COAST	2	KOREA SOUTH	3
DJIBOUTI	2	KENYA	2	LUXEMBOURG	3
EGYPT	2	LIBERIA	2	MALAYSIA	3
IRAN	2	MAURITIUS	2	NETHERLANDS	3
IRAQ	2	NIGERIA	2	NORWAY	3
GREECE	2	PAKISTAN	2	PHILIPPINES	3
JORDAN	2	SEYCHELLES	2	SINGAPORE	3
LEBANON	2	SOUTH AFRICA	2	SPAIN	3
LIBYA	2	ARGENTINA	3	SWEDEN	3
MAURITANIA	2	AUSTRALIA	3	SWITZERLAND	3
MOROCCO	2	BELGIUM	3	THAILAND	3
SOMALIA	2	BERMUDA	3	U.K.	3
SYRIA	2	CANADA	3	USA	3

2-11: Wholesale DSL Service – Residential - NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
DSL.1	Fee to establish Wholesale DSL Service relationship	1 July 2008	BD 5,216	Once off
DSL.2	Agreement Processing Fee	1 July 2008	BD 1,903	Once off
DSL.3	Charges for rejects, reversals, and withdrawals associated with DSL Transfer, Invalid Transfer	1 February 2011	BD 5	Per event
DSL.4	Fee for a change of speed associated with DSL Transfer if applicable	1 February 2011	BD 5	Per event
DSL.5	External Removal or Change Number	1 February 2011	Equivalent to retail tariff	Per event

DSL 6	Monthly End User port tariffs		Residential: (Threshold)	BD Per port/per month
			256kbit/s (2 GB): 5.424	
			512kbit/s (8 GB): 6.666	
			640kbit/s (2 GB): 5.613	
			640kbit/s (5 GB): 6.171	
			1.024Mbit/s (2 GB): 5.801	
			1.024Mbit/s (4 GB): 6.173	
			1.024Mbit/s (5GB): 4.050	
			1.024Mbit/s (8 GB): 6.917	
		12 June 2014	1.024Mbit/s (15 GB): 8.219	
			2.048Mbit/s (15 GB): 8.722	
			2.048Mbit/s (20 GB): 9.653	
			3.072Mbit/s (4 GB): 7.178	
			3.072Mbit/s (8 GB): 7.922	
			3.072Mbit/s (10 GB): 8.295	
		19 June 2014	3.072Mbit/s (30 GB): 9.000	
			4.096Mbit/s (8 GB): 8.425	
			4.096Mbit/s (15 GB): 9.727	
			4.096Mbit/s (25 GB): 11.587	
			6.144Mbit/s (15 GB): 10.733	
			6.144Mbit/s (20 GB): 11.663	
			6.144Mbit/s (20 GB): 13.500	
			8.192Mbit/s (25 GB): 13.598	

			8.192Mbit/s (30 GB): 14.521 8.192Mbit/s (40 GB): 16.388	
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		12 June 2014	<p>8.192Mbit/s (60 GB): 20.108</p> <p>8.192Mbit/s (90 GB): 22.500</p> <p>8.192Mbit/s (90 GB): 25.688</p> <p>10.240Mbit/s (50 GB): 19.254</p> <p>10.240Mbit/s (80 GB): 24.834</p> <p>10.240Mbit/s (100 GB): 27.000</p> <p>10.240Mbit/s (120 GB): 32.274</p> <p>12.288Mbit/s (60 GB): 22.119</p> <p>16.384Mbit/s (80 GB): 27.85</p> <p>16.384Mbit/s (100 GB): 31.57</p> <p>16.384Mbit/s (120 GB): 35.29</p> <p>16.384Mbit/s (160 GB): 40.500</p> <p>25.000Mbit/s (100 GB): 40.000</p> <p>25.000Mbit/s (200 GB): 47.500</p> <p>50.000Mbit/s (150 GB): 60.000</p> <p>50.000Mbit/s (250 GB): 71.250</p> <p>100.000Mbit/s (200 GB): 80.000</p> <p>100.000Mbit/s (300 GB): 95.000</p> <p>300.000Mbit/s (300 GB): 142.500</p>	
		17 May 2015		

DSL.7	Monthly End User port tariffs	12 March 2014	Business: (Threshold)* 256kbit/s Single User (2.5 GB): 5.627 256kbit/s (5 GB): 9.610 512kbit/s (10 GB): 10.776 1.024Mbit/s (15 GB): 12.177 2.048Mbit/s (20 GB): 14.050	BD Per port/per month
DSL.8	Monthly End User port tariffs	27 June 2016	Business: (Flat rate) 1.024Mbit/s (Light): 6.340 1.024Mbit/s: 10.660 2.048Mbit/s (Light): 8.900 2.048Mbit/s: 13.370 4 Mbit/s (Light): 14.040 4.096Mbit/s: 18.830 6.144Mbit/s: 24.790 8.192Mbit/s: 30.750 10.240Mbit/s: 36.820 14Mbit/s: 47.070 16.384Mbit/s: 49.180	BD Per port/per month
DSL.9	Usage tariffs	3 March 2014	0.186	Per Increment above threshold
DSL.10	Fee for a call out for a technician at Access Seeker request	12 July 2006	Time and materials in accordance with Schedule 3 Annex 1	Per event
DSL.11	Fee for suspension of ADSL Service at Access Seeker request	12 July 2006	BD 5	Per act of suspension and per act of reactivation

2-12: Withdrawn Service

2-13: Carrier Pre-Select (CPS) Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-13.1	Carrier Pre-Selection General Set-up	8 November 2004	BD 10000	Per event, on receipt of Request for Carrier Pre-Selection Service
2-13.2	Operator Specific Set-Up Costs	8 November 2004	BD 2275	Per event, on establishing or re-establishing any interconnection in respect of Carrier Pre-Selection Service
2-13.3	Operator Support Costs	8 November 2004	BD 169	Per month, from establishment of any interconnection in respect of Carrier Pre-Selection Service
2-13.4	For Customer Transfer and/or Line Set-Up as set out in Service Description	8 November 2004	BD 2.536	Per event
2-13.5	For Incomplete Customer Transfer and Line Set-Up as set out in Service Description	8 November 2004	BD 1.27	Per attempt
2-13.6A	For Inter-carrier swapping, per attempt, payable by carrier A	8 November 2004	BD 0.418	Per attempt
2-13.6B	For Inter-carrier swapping, per attempt, payable by carrier B	8 November 2004	BD 2.536	Per attempt
2-13.7	For CPS Call Origination as set out in Service Description	18 August 2016	2.826 Fils	Per min, calculated per second, subject to a surcharge as identified below
2-13.8	Cost recovery surcharge, in addition to charges payable under item 2-X.7	18 August 2016	0.000 Fils	Per min, calculated per second
2-13.9	Fault Handling as set out in the Service Description	8 November 2004	BD 3.983	Per event
2-13.10	Other Services	8 November 2004	Time and Materials as set out in Annex 1 to Schedule 3 of the Reference Offer	Per event

2-14: International Falcon Connection Service (IFC Service) – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
2-14.1	IFC Link	29 July 2010	BD 142.000	Per month / per link
2-14.2	Support for IFC Link	29 July 2010		Per man-hour
2-14.3	Co-location space	1 June 2012	Refer to Schedule 3 2-15.2.2	Per ETSI standard rack size / per month
2-14.4	Riser room and riser access	1 June 2012	Monthly duct rental charge Schedule 3 2-3.9 + 300% premium	Per meter for a maximum of 100 metres
2-14.5	Site Access - escorted planned normal working hours	29 July 2010	BD 21.000	Per site visit
2-14.6	Sites Access - escorted planned outside working hours	29 July 2010	BD 31.000	Per site visit
2-14.7	Site Access - escorted unplanned normal working hours	29 July 2010	BD 62.000	Per site visit
2-14.8	Site Access - escorted unplanned outside working hours	29 July 2010	BD 93.000	Per site visit
2-14.9	Duct rental	29 July 2010	BD 0.178	Per meter /per month
2-14.10	Additional power	29 July 2010	70.000	Per year/kW/hr
2-14.11	Make Ready and Installation charges	29 July 2010	Time and Materials as set out in Annex 1 to Schedule 3 of the Reference Offer	Per event

2-15.1: Withdrawn Service

2-15.2: Withdrawn Service

2-15.3: Withdrawn Service

2-15.4: Withdrawn Service

2-16: Withdrawn Service

2-17: Withdrawn Service

2-18: Withdrawn Service

3-1: Speaking Clock Service – NR

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
3-1.1	Conveyance of Speaking Clock Call and provision of time information	6 August 2006	Retail charge at the Time of the call less 20%	Per call

3-2: National Collect Call Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
3-2.1	Originating conveyance of National Collect Call as set out in Service Description from Fixed PSTN Telephone	6 August 2006		Per minute based on the then current Batelco PSTN termination rate in item 1-3.1
3-2.2	Originating conveyance of National Collect Call as set out in Service Description from Mobile Telephone	6 August 2006		Per min based on the then current Batelco Mobile termination rate in item 1-4.1
3-2.3	Collect Call Assistance as set out in Service Description	6 August 2006	220 Fils	Per attempt
3-2.4	Delivery to tone or announcement as set out in Service Description	6 August 2006	2 Fils	Per event
3-2.5	Batelco charges in relation to an agreement for a third party operator to accept and bill National Collect calls	6 August 2006	Batelco's retail charges as at the Commencement Date, less 25%, plus the difference between the charges for origination imposed by a third party Access Seeker and the rates for origination set out in item 3-2.1 or 3-2.2 as the case may be.	Per min subject to any applicable minimum charge or increment set out in Batelco's retail tariff from time to time.

3-3: Inbound International Collect Call Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
3-3.1	Conveyance of Inbound International Collect Call as set out in Service Description	6 August 2006	As set out in Batelco retail tariff as at the Commencement Date less 15%	Outbound international direct dial rates per minute subject to any applicable minimum

3-3.2	Collect Call Assistance as set out in Service Description	6 August 2006	220 Fils	Per successful assistance
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3-4: International Operator Assistance Service – R

Item	Chargeable Activity	Effective date	Charge	Charge Basis
3-4.1	Conveyance of International Call and provision of Operator Assistance, except as in item 3-4.2 below	6 August 2006	The retail tariff for international operator assisted calls to the relevant Authorised Destination as at the Commencement Date less 10%	Per min with any applicable minimum charge
3-4.2	If the Called International Party agrees to pay the charges (i.e international collect call)	6 August 2006	No charge/75 Fils	No charge provided that there is no retail charge imposed by the Access Seeker. If there is a retail charge, then the access cost is 75 Fils per call

3-5: Wholesale International Switched Service – NR

Item	Chargeable Activity	Effective date	Charge	Charge Basis
3-5.1	Conveyance of International Switched Call as set out in Service Description	4 December 2007	As set out in Annex 4	Per min with any applicable minimum charge
3-5.2	Delivery to tone or announcement as set out in Service Description	8 November 2003	2 Fils	Per event

3-6: Reserved

3-7: Directory Listing Service – R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
3-7.1	Provision of Directory Information by Access Seeker in accordance with Service Description	6 August 2006	Nil	

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
3-7.2	Modification by Batelco of Directory Information provided by Access Seeker in incorrect format	6 August 2006	Cost of modification	Work performed on time and materials basis at the rates from time to time set out in Annex 1

Miscellaneous Services - R

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
M.1	Exchange Data Modification - Complex Number Conditioning being data build contemplating examination of digits beyond 3 rd dialed digit/per additional digit to be added to number range/per exchange	6 August 2006	Cost of work performed	Time and materials as set out in Annex 1/per exchange

SCHEDULE 3 – ANNEX 1
RATES FOR TIME AND MATERIALS WORK – R (if for regulated products)

Item	Chargeable Activity	Effective Date	Charge	Charge Basis
A-1.1	Time-based work	1 October 2009	BD 20	Per hour, subject to minimum of: Four hours for construction work; Two hours for maintenance work; One hour for clerical work; and Two hours for any other work
A-1.2	Materials	6 August 2006	Cost plus a fair and reasonable margin	Per item, margin to be assessed and agreed on a case by case basis

SCHEDULE 3 – ANNEX 2 CALCULATION OF TRAFFIC BASED REASSESSMENT OF E1 CHARGES – R

This Annex applies to calculate additional Charges for Interconnection Links which deliver traffic on a bilateral traffic basis. Batelco will assess the additional Charges based on the flow of traffic on bidirectional interconnect links quarterly in arrears. Traffic-based reassessment charges are calculated in accordance with the following formula:

$$A = 3((F \cdot C) - D)$$

Where:

A is the amount payable per unit of 2Mbit/s Capacity in operation by the Licensed Operator to Batelco, provided that if the result of the calculation is negative, then no charge shall be payable by either party to the other;

C is the highest rate chargeable for Capacity (in units of 2 Mbit/s Capacity/per month) on the basis of port rental for unilateral capacity during the quarter for which the calculation is made;

D is the highest rate chargeable for Capacity (in units of 2 Mbit/s Capacity/per month) on the basis of port rental for bilateral capacity during the quarter for which the calculation is made;

F is the fraction $LO/(LO+B)$ where:

B is the traffic for which Batelco is responsible passing over the aggregate used bilateral Capacity during the relevant quarter; and

LO is the traffic for which the Licensed Operator is responsible passing over the aggregate used bilateral Capacity during the relevant quarter.

SCHEDULE 3 – ANNEX 3
CHARGES FOR INTERNATIONAL INBOUND CONNECTION AND TERMINATION
SERVICE TO MOBILE TELEPHONES – NR

Inbound payments received by Batelco in relation to the International Inbound Connection and Termination Service will be passed through and shared with the provider of the Termination Services as follows:

$$CS = (IP - TC) * W$$

$$TP = IP - (CS + TC)$$

Where:

CS means the charge for Coordination Services;

First Period means the period of 4 months starting from the Commencement Date of the Supply Agreement;

First Period Target means a total of inbound international traffic for termination to mobile phones (of any operator) during the First Period of 31,697,000 minutes of Telephone Calls;

IP means the amounts received from International Correspondents for Inbound International Telephone Calls to Mobile Numbers directly connected to the Licensed Operator's Mobile Network;

Second Period means the period of 4 months starting from the first day following the end of the First Period

Second Period Target means a total of inbound international traffic for termination to mobile phones (of any operator) during the Second Period of 31,174,000 minutes of Telephone Calls.

TC means the costs of Inbound International Carriage Services and Billing and Collection Services for Inbound International Telephone Calls which as at the Commencement Date are 16.7 Fils per minute;

Third Period means the period of 4 months starting from the first day following the end of the Second Period

TP means the amount to be passed through to the Licensed Operator from receipts of the Billing and Collection Service; and

W means the weighting for coordination services as set out below:

W: in the First Period is 0.35;

in the Second Period is 0.30, except if the First Period Target has been met, in which case it is 0.25;

in the Third Period is 0.25, except if either the First Period Target or the Second Period Target has been met, in which case it is 0.20, or if both the First Period Target and the Second Period Target are met, in which case it is 0.15

SCHEDULE 3 – ANNEX 4 CHARGES FOR WHOLESALE INTERNATIONAL SWITCHED SERVICES – NR

Charges for Wholesale IDD (for all users) will be as follows from the date of publication of the Reference Offer of which this forms part.

Facility Charge: 6000BD/mth payable per calendar month to be billed in advance. This Charge will be credited against actual call Charges incurred for the Wholesale International Switched Service used during the calendar month in relation to which the fee has been paid.

Forecast Rebate: Where (a) the Licensed Operator provides a forecast of minutes to be carried in accordance with the forecast procedure; and (b) the traffic carried by Batelco for that Licensed Operator in a calendar month falls within the range of minutes which is 10% less than the forecast number of minutes and 9% more than the forecast number of minutes; and (c) the traffic is less than 500,000 minutes for that calendar month, then Batelco will grant the Licensed Operator a rebate of 5% off the invoice which would otherwise be issued for the month for the balance due after taking into account the Standby Facility Fee already paid.

WSIDD Rates

Rates available upon request

SCHEDULE 3 – ANNEX 5

HISTORIC CHARGES

This Annex sets out for illustrative purposes only the **HISTORICAL RECORD OF CHARGES WHICH HAVE PREVIOUSLY BEEN IN EFFECT** for price regulated services under the Supply Terms applicable during the periods mentioned.

For the avoidance of doubt Access Seekers are no longer able to avail of the charges listed below and all currently applicable charges are listed above in the main body of Schedule 3.

1-7: Emergency Call Access Service

Item	Chargeable Activity	Period during which charges were applicable	Charge	Charge Basis
1-7.1	Conveyance of Emergency Call to 999	1 June 2012 – 17 August 2016	1.233 Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.
1-7.2	Conveyance of Emergency Call to 990	1 June 2012 – 17 August 2016	2.711 Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.
1-7.3	Conveyance of Emergency Call to 992	1 June 2012 – 17 August 2016	2.711.Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.
1-7.4	Conveyance of Emergency Call to 994	1 June 2012 – 17 August 2016	2.711 Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.
1-7.5	Conveyance of Emergency Call to 998	1 June 2012 – 17 August 2016	2.711 Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.
1-7.6	Conveyance of Emergency Call to 995	1 June 2012 – 17 August 2016	2.711 Fils	Per minute, based on the average of calls originating from a mobile network and a PSTN network.

2-2: Directory Assistance Service

Item	Chargeable Activity	Period during which charges were applicable	Charge	Charge Basis
2-2.1	For standard Call to 181 as set out in Service Description	1 June 2012 – 17 August 2016	112.684 Fils	Per call
2-2.2	For Call to 188 as set out in Service Description	1 June 2012 – 17 August 2016	112.800 Fils	Per call and sent SMS

2-5: Local Leased Circuit for OLO (LLCO)

Monthly recurring tariffs per LLCO (including loan of CPE):

Speed	Period during which charges were applicable	Monthly Tariff (BD) Open Period
64 kbit/s	1 January 2016 – 31 August 2016	BD 58.508 per month
128 kbit/s	1 January 2016 – 31 August 2016	BD 60.963 per month
256 kbit/s	1 January 2016 – 31 August 2016	BD 65.872 per month
512 kbit/s	1 January 2016 – 31 August 2016	BD 72.000 per month
1.024 Mbit/s	1 January 2016 – 31 August 2016	BD 92.300 per month
1.536 Mbit/s	1 January 2016 – 31 August 2016	BD 116.781 per month
2.048 Mbit/s	1 January 2016 – 31 August 2016	BD 132.000 per month

Maximum price in BD* (price ceiling) per LLCO (including loan of CPE):

Speed	Price Ceiling - Open Period
DS3 (44.736 Mbit/s)	BD 2,512.235* per month

STM1 (155.52 Mbit/s)	BD 3,552.331* per month
STM4 (622.08 Mbit/s)	BD 8,185.213* per month

2-6: Customer Access Tail (CAT) Service

Monthly recurring tariffs per circuit

Speed	Period during which charges were applicable	Monthly Tariff (BD) Open Period
64 kbit/s	1 January 2016 – 31 August 2016	BD 58.508 per month
128 kbit/s	1 January 2016 – 31 August 2016	BD 60.963 per month
256 kbit/s	1 January 2016 – 31 August 2016	BD 65.872 per month
512 kbit/s	1 January 2016 – 31 August 2016	BD 72.000 per month
1.024 Mbit/s	1 January 2016 – 31 August 2016	BD 92.300 per month
1.536 Mbit/s	1 January 2016 – 31 August 2016	BD 116.781 per month
2.048 Mbit/s	1 January 2016 – 31 August 2016	BD 132.000 per month

Maximum price in BD* (price ceiling)

Speed	Price Ceiling
DS3 (44.736 Mbit/s)	BD 2,512.235* per month
STM1 (155.52 Mbit/s)	BD 3,552.331* per month
STM4 (622.08 Mbit/s)	BD 8,185.213* per month

2-9: Inter-Operator Transit Access Service

Item	Chargeable Activity	Period during which charges were applicable	Charge	Charge Basis
2-9.1	Inter-Operator Transit Access Service: Per Transit Call	1 June 2012 – 17 August 2016	1.723 Fils	Per minute, chargeable per second

2-13: Carrier Pre-Select (CPS) Service

Item	Chargeable Activity	Period during which charges were applicable	Charge	Charge Basis
2-13.7	For CPS Call Origination as set out in Service Description	8 November 2004 – 17 August 2016	3.6 Fils	Per min, calculated per second, subject to a surcharge as identified below
2-13.8	Cost recovery surcharge, in addition to charges payable under item 2-X.7	8 November 2004 – 17 August 2016	4.2 Fils	Per min, calculated per second

ANNEX C

Non-price terms of BRE RO Services

Schedule 8 – Dictionary and Rules of Interpretation and Construction

Unless the context otherwise requires:

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

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

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

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

Access Charges mean the charges set out in a Service Description for an Access Service, in Schedule 3 or in Schedule 7 as the case may be.

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

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

Access Seeker means,

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the OLO reports a fault to Batelco, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

re- provisioned.

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

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

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

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

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

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

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

Batelco means Bahrain Telecommunications Company of PO Box 14, Manama, Bahrain.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLI means calling line identification.

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

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

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

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

Consequential Loss means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Emergency Services has a meaning set out in Schedule 1.

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

End User means the ultimate recipient of a service.

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

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

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

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

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

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

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

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

Facility means a:

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

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

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

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

- (a) technical speculations of Facilities or Facility types;
- (b) procedures for obtaining physical access to Facilities; and
- (c) modes or methods of sharing Facilities and technical speculations (such as sub-ducting).

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

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

Fault has the meaning given to it in Schedule 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) either as an Access Service or an Interconnection Service; or
- (b) a Service Batelco is required to provide under a License.

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

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

Interest Rate means LIBOR plus 3%

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

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

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

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

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

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

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

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

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

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

- (i) any other matters specified by the parties from time to time.

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

- (a) failure to pay any invoiced or billed Charge or other sum for any Service for a material period of time; or
- (b) failure to provide or maintain any Security required under clause 20 of the Supply Terms.

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

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

The Maximum Delivery Time starts at Accepted Service Request.

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

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

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

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

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

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

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

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

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

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

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

Mobile Network means:

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

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

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

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

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

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

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

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

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

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

OLO means other Licensed Operator;

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

Order means; in relation to a request for access to a Facility, an order in writing in the form advised from time to time by the Access Provider made by a Access Seeker for access to a Facility of the Access Provider where the Access Provider is performing

Make Ready Work and means, in relation to any other Service, an Order required by clause 3.4 of the Supply Terms.

Order Response means a written response to an Order.

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

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

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

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

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

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

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

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

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

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

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

Public Internet Protocols means the following:

- (a) Hyper Text Transfer Protocol (HTTP);
- (b) File Transfer Protocol (FTP);
- (c) Simple Message Transfer Protocol (SMTP);
- (d) Secure HTTP; and
- (e) such other Internet protocols as the parties may agree from time to time, provided that such protocols are consistent with any BIX Rules.

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

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

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

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

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

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

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

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

Regulated Service means:

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

Regulatory Event means:

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

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

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

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

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

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

- (a) the connection has been provisioned and tested by Batelco;
- (b) the connection is properly registered in all of Batelco's systems (e.g. OSS/BSS,

service level monitoring platform, fault reporting system etc.);

- (c) the connection has been validated by the OLO (or deemed to have been validated by the OLO if the Maximum Validation Time has lapsed); and
- (d) the connection is ready for service and the OLO will be invoiced accordingly.

Security means any security reasonably required by Batelco in accordance with Schedule 2 of the Reference Offer or clause 20 of the Supply Terms. The form of security may include a bank guarantee, a letter of credit, security over a bank deposit or a parent company guarantee, at the Licensed Operator's absolute discretion, provided that the form of security selected is acceptable to Batelco, such acceptance not to be unreasonably withheld or delayed.

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

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

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

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

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

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

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

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

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

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

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

Service Request means:

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

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

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

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

SS7 Signaling is signaling in accordance with the Supply Terms.

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

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

Supply Terms means:

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

Suspension Event means:

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

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

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

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

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

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

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

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

Tower Access means access to a Tower.

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

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

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

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

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

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

PART 2 – RULES OF INTERPRETATION AND CONSTRUCTION

1. INTERPRETATION

Unless otherwise specified:

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