Annex 3 to Schedule 6.1

**Wholesale Bitstream (WBS) Service Operations Manual**

This document describes the onboarding, provisioning, fulfilment and fault handling process for the Wholesale Bitstream Service between the Access Provider and the Access Seeker. This document forms an integral part of the Access Provider’s Reference Offer and of Schedule 6.1.

**A. Onboarding**

**A.1 Onboarding Requirements**

***A.1.1 Access Seeker Onboarding***

1. The Access Seeker shall review, acknowledge, and sign for Access Provider’s counter signature the Supply Terms (Schedule 9) of the Reference Offer.

2. The Access Seeker shall have in force and maintain for the term of the Agreement a broad form of   
public liability insurance to the value of at least BD 1.75m and property insurance for the assets used in relation to this Agreement to the value of at least BD 900k.

3. These policies shall be with a licensed insurance company in the Kingdom of Bahrain and on terms   
and for coverage limited by only standard industry exclusions or exceptions.

***A.1.2 Credit Security***

4. The Access Seeker shall have in force and maintain security as requested by the Access Provider

as required under the Reference Offer Supply Terms.

***A.1.3 Licensing and Authorizations***

5. The Access Seeker shall comply with the terms and conditions set out in the Reference Offer and

relevant Service Descriptions, including obtaining any prior authorizations and shall maintain the   
required licenses as provided for by the Regulator.

***A.1.4 Confidentiality and Non-Disclosure***

6. The Access Seeker is required to execute the Access Provider’s Non-Disclosure and Confidentiality

Agreement and comply with any information protection.

***A.1.5 BNET BSS***

7. The Access Provider allows the Access Seeker to integrate via API to the Access Provider’s BSS,

which is designed based on the telecom standard framework for business process, the enhanced   
Telecom Operations Map (“eTOM”). for placement of Service Order(s) and Service Request(s).

8. The Access Provider also provides an interface portal (the Access Provider Portal) for Access   
Seeker who do not have the capability to integrate via API. The Access Provider Portal is a standard   
Portal that may not provide the same enhancements and benefits that an Access Seeker would   
receive through API integration.

9. The Access Provider recommends access via API integration to its BSS.

***A.1.6 Process for API Integration***

10. If the Access Seeker opts for API integration, it shall contact the Access Provider Relationship

Manager for API documentation.

11. Access Seeker will be required to undergo a trial phase for testing the API integration and will be

required to sign off on the successful completion of the testing phase. Without limitation, the   
Access Seeker and Access Provider will confirm the following where applicable:

(a) The system integration has been completed;

(b) The Access Seeker has portal access and credentials;

(c) Network aggregation is implemented and tested;

(d) A billing test on the relevant Service is confirmed; and

(e) Service provisioning of for the relevant Service is confirmed.

12. The Access Provider should ensure that all communications with the Access Seeker should be   
confidential and shall not be disclosed to other Licensed Operators.

***B.* Fulfillment**

***B.1 Request to Answer***

1. The Request to Answer process is a pre-order management process. This process comprises of

activities relevant to managing Access Seeker information requests across all communication   
channels (Access Seeker interfaces).

2. Specific information requests or product requests from the Access Seeker are qualified and   
addressed.

3. Pre-order Management consists of a set of functions across the API interface that enables the   
interaction before the Access Seeker order can be created.

***B.2 WBS Address & Service Availability Check***

4. Prior to the Access Seeker placing a Service Order for the relevant Service, it is necessary to

check whether the service infrastructure is available. The Access Seeker is provided with a tool   
to conduct varying levels of pre-qualification checks before submitting a Service Order.

5. In the circumstances where the Access Seeker chooses to submit a Service Order following the   
pre-qualification checks, the Access Provider shall verify the Service Order through two levels of

Service availability check:

(a) **Address Availability Check** – to identify whether the End-User address exists in the

Access Provider Address database which is updated by the IGA (Information &   
eGovernment Authority) through their address database; ***and***

(b) **Service Availability Check** – to identify whether Access Provider’s infrastructure   
currently exists at the End-User’s Address and can be served through the relevant

Service.

6. These qualification steps identify whether the Fulfilment request raised by the Access Seeker

can be accepted. Both checks can be performed using the portal and the API integration and are

performed by the Access Seeker. A response from the service availability check that an address   
qualifies for Service Connection to the Access Provider Network should not be relied upon as a   
commitment that Access Seeker will be able to connect to that address. Information returned by

the Access Provider BSS for service availability is current at the time the information request is   
made. Footprint, serviceability and serviceability date are all subject to change.

7. The details of using the portal & API integration to interact with business processes mentioned

in this Operational Manual are detailed in the LO API documentation shared by Access Provider.

***B.3 WBS Service Request***

8. In the event neither the address nor the service availability check is successful, the Access

Seeker may:

(a) Where the address is not available on the Access Provider’s database, raise a Service

Request to add the address to the Access Provider’s address database; and

(b) Where the service availability is unsuccessful, request cost and time estimation for the

delivery of the Service.

***B.4 Service Requests***

9. If the Access Seeker opts for any of the options set out in clause 7 above, this shall be

considered as a Service Request.

10. The Access Provider will, on a monthly basis, update the address list in the Access Provider

Database which the Access Seeker shall be privy to if integrated through API or through access   
of the Portal. This information is provided by the IGA.

11. The Access Seeker is required to provide the information requested as per the form and   
mandatory fields set in the Portal/API in order to submit a Service Order. It is important for the

Access Seeker to adhere to these mandatory fields, or otherwise may run the risk of having its   
Service Request rejected.

12. If Access Seeker finds that the address does not exist through the address availability check   
while raising the Service Order, the Access Seeker shall be eligible to raise a Service Request

through the Portal or API for an address addition.

13. Every submitted Service Request will be allocated a unique identifier for tracking and managing

the Request.

14. As part of the Service Request, the Access Seeker shall input the required information as per the

below list, or in accordance with the required fields set out in the Portal/API:   
(a) Flat number– To be provided for address having flat number.

(b) Building number

(c) Street name

(d) Road Number

(e) Block Number

(f) City

(g) Area

(h) Country

15. The Access Seeker shall provide a valid End-User CR/CPR or any official authority reference   
identification.

16. The Access Seeker is required to attach mandatory End-User proof of address documents when   
raising a Service Request for address addition, such as a valid address card or any   
documentation which may be deemed as necessary by the IGA authority to validate the End-   
User address.

17. The Access Seeker shall be responsible to ensure the validity, authenticity, and completeness of   
the above-mentioned attachments.

18. Where any of the documentation is considered as invalid, the Service Request shall be re-   
assigned to the Access Seeker for rectification.

19. Where the address is validated by the IGA and accepted, such address will be updated in BNET   
database and the Service Request shall be closed. Whilst the address may be updated, this does

not guarantee that the Service is covered. In this case, the Access Seeker may raise a Service   
Request for a cost assessment (please see refer to the process below on a cost assessment   
Service Request).

20. For the avoidance of doubt, if any of the above information requested as inputs from the Access   
Seeker have not been provided, the Service Levels in Schedule 7 of the Reference Offer will not   
be applicable.

21. Where the Access Seeker opts for Service provision through a Service Request and the   
geographical area is not covered by the Access Provider’s network roll-out roadmap, the Parties

may, subject to a feasibility study conducted by the Access Provider as per the Access Seeker’s   
request, agree on an ad-hoc deployment of GPON fibre to this particular location charged on a   
time and materials basis.

22. The Access Seeker shall send a cost assessment Service Request providing the Service/product   
details, as well as the requesting address.

23. The Access Seeker must verify that a valid address and Service/product details (Service ID,   
Service feature requirements, i.e. committed bandwidth) have been provided as part of the

Request in accordance with the Portal/API integration requisite fields.

24. Where the address is not considered as part of a “ready area” or where the Access Seeker

wishes to fast track the Service deployment plan where applicable, the Access Seeker must   
approve the cost provided by the Access Provider as part of its cost assessment. This cost shall   
be billed to the Access Seeker once approved, and the Access Provider shall commence   
deploying the Service to the requisite address detailed in the Service Request. This will denote   
the raise of a Service Order linked to the approved cost assessment Service Request.

25. For the avoidance of doubt, the Access Seeker’s Service Request shall be rejected if:

(a) it does not specify a valid address, or the address cannot be verified by the IGA; or

(b) it does not provide the required inputs delineated above; or

(c) it does not have the authorizations provided for by its License to avail of the Service.

26. No service commitment or network resources reservation should be assumed to be done as a   
result of an unapproved cost assessment Service Request.

***B.5 Order to Payment – Fulfilment of Service Orders***

27. The Access Seeker may submit a New Connection (“New Provide”) Service Order through API

integration or via the Access Provider Portal.

28. The Access Provider will process these Service Orders as described below:

(a) Service Orders will only be processed during the Access Provider’s Working Hours.

(b) The Access Provider will acknowledge receipt of the Service Order within fifteen (15)

minutes of receipt of the Service Order.

(c) For Service Orders submitted outside of Working Hours, the Access Provider shall   
acknowledge the Service Request within fifteen (15) minutes following the start of the

first Working Hour after receipt of the Service Order.   
29. A Service Order shall be considered invalid if:

(a) it is incomplete or incorrect or illegible or cannot reasonably be understood;

(b) it does not properly identify the End User Premises;

(c) a valid written End User Consent cannot be produced by the Access Seeker to support

the Service Order; and/or

(d) it resulted from a processing error.

30. At the time of rejection, the Access Provider shall provide sufficiently detailed written reasons   
for rejection to the Access Seeker.

31. The SLAs in schedule 7 shall only be applicable to forecasted Service Orders in line with Schedule   
5 (Forecasting) of the Reference Offer.

32. A Service Order must be in the format notified by the Access Provider from time to time and be submitted through an online digital interface notified to the Access Seeker by the Access   
Provider, from time to time.

33. The Access Seeker shall, upon a reasonable and justified request, provide the Access Provider   
with a copy of the End-User Consent and CR for Non-Residential End Users. The Access Provider

shall treat the copy of the End-User Consent as confidential and shall not disclose a copy of the   
End-User Consent to other Licensed Operators under any circumstances.

34. Only in the case where the online digital Portal or the API integration setup mechanisms are not   
accessible, electronic mails shall be accepted as a communication mechanism.

35. The Access Seeker’s Billing Account must be active and not in a suspended state in order for the   
Access Provider to accept and proceed with the Service Order.

36. Save for the exceptions set out in the Reference Offer and this Operations Manual, the Access   
Provider shall provision the WBS Service Order within the SLAs specified in Schedule 7 of the   
Reference Offer. The Access Provider reserves its rights to suspend or reject the Service Order   
post Access Provider acceptance and acknowledgement of the Order, if the following issues   
arise during Service delivery:

(a) Issues related to End-User and/or Access Seeker as defined in Schedule 7; and   
(b) Issues related to duct and infrastructure readiness as defined in Schedule 7.

37. For the scenarios set out in paragraph 34(a) and 34(b) above, the Service Levels set out in   
Schedule 7 shall be suspended until such issues are resolved and the Access Provider is able to

proceed with the processing of the Service Order.

38. End-User permissions & site readiness is the responsibility of Access Seeker to communicate to

the Access Provider.

39. The Access Seeker shall have to book an initial appointment at the time of raising the Service

Order.

40. In the case where the End-User will not be able to attend the initial booked appointment, the   
Access Seeker and End-User may opt to re-book their appointment. This must be done within   
two (2) days from the day of the missed appointment. the SLA shall be suspended and shall

restart on the day the second appointment is booked.

41. The time slots with regard to appointment rebooking will be made available to the Access

Seeker two days from the date of initiating the re-booking of appointment.

42. If a Service Order cannot be fulfilled within 10 Working Days from the submission of the Service

Order due to infrastructure related issues, the Target Completion Date will be provided as   
detailed in Schedule 7 of the Reference Offer, and the SLAs on the Access Provider will be   
suspended.

***B.6 Request to Change***

43. In the event the Access Seeker elects to reschedule or cancel a Service Order past the point-of-

no-return, the Access Seeker shall be charged rescheduling or cancellation charges in line with   
Schedule 3 (Pricing) if the rescheduling/cancellation request is made twenty-four (24) hours

from the appointment date provided to the Access Seeker by the Access Provider. In such cases,   
the Service Levels set out in Schedule 7 shall be suspended until the appointment is booked.

44. The point of no-return shall be defined as the instance when the appointment date has been   
provided to the Access Seeker by the Access Provider, and prior to any visits made by the Access

Provider to the End User Premises.

45. To initiate a change to an existing WBS Service used by the Access Seeker to supply a service to

an End User, the Access Seeker shall provide the Access Provider with a properly completed   
WBS Change Request, in the format notified by the Access Provider from time to time,   
submitted by electronic mail (or other electronic format, which may include an online digital   
interface) to the address notified to the Access Seeker by the Access Provider, from time to   
time.

46. Access Provider shall respond to the WBS Change Request in accordance with the process   
detailed for Service Orders at B.5 where applicable.

47. The SLAs for different WBS Change Requests are specified in Schedule 7 of the Reference Offer.   
48. In addition to the rejection reasons set out at paragraph 27 the Access Provider may also reject

a WBS Change Request if it is not submitted in accordance with paragraph 45.

49. The Access Provider may, in its sole discretion, elect to accept any WBS Change Request

notwithstanding that there is any defect in that WBS Change Request, if the Access Provider   
considers that such defect does not have a material effect on the Access Provider's ability to   
process the WBS Change Request and provide the WBS Service. A WBS Change Request may   
comprise of any of the following:

• External Relocation   
• Internal Relocation   
• Upgrade

• Downgrade

50. If under the above circumstances, the intended new address does not have fiber, a Target   
Completion Date will be provided within 10 Working Days from raising the WBS Change   
Request.

51. External relocation orders will be performed based on a “new provide” to the new address and a   
cessation on the old address.

***B.7 Exceptions***

52. The Access Provider shall, subject to the exceptions, limitations and conditions specified in this

Service Description and/or Supply Terms, provision and deliver the WBS Service on or before the   
RFS Date and in accordance with Schedule 7 - (Service Levels) of the Reference Offer.

53. The Parties acknowledge and accept that exceptional circumstances, such as those set out   
below, may give rise to delays in any stage of the provisioning and delivery of a Service Order. If

the occurrence of any of the events below takes place, the Access Provider shall communicate   
the Exceptional Delivery Date to the Access Seeker and shall not be held liable for the Service   
Level Penalties. The exceptional circumstances shall only comprise of:

a) a Force Majeure Event or a Regulatory Event; or

b) Emergency Maintenance; or

c) any material breach of the Access Seeker's obligations.

d) The Access Provider shall, in notifying the Access Seeker of the Revised Delivery Date, provide

sufficient evidence to justify the reasons for the delay of the delivery.   
The Access Provider shall not be obliged to further process a Service Order where:

(a) the relevant WBS Service cannot meet Service Qualification; or

(b) following the provision of reasonable notice by the Access Provider, an authorized person

from the End User or the Access Seeker is not available to provide further information when   
requested.

***B.8 Notification of Completion of Order***

54. The Access Provider shall, on the same Working Day of completion of a Service Order, notify the

Access Seeker of completion.

55. In the case of a Service Order, the Access Provider is entitled to rely on an evidence that the

relevant End User:

(a) has given a valid End User Consent in relation to the requested Service Order; and   
(b) in the case of a Change Request understands and has requested the Change.

**B.9 Termination to Confirmation**

56. Where the Minimum Service Period has not expired, the Access Seeker shall be entitled to   
terminate the WBS Service on at least one (1) month’s written notice to the Access Provider and

shall be liable to pay liquidated damages as calculated by the following formula.   
Formula for calculating liquidated damages:

LD = MRC x (12-M)

where:

LD = liquidated damages to be paid.

MRC = Monthly Recurring Charge for the WBS Service.

M = number of months between the Actual RFS Date and the removal order date rounded-up to   
the next full month.

57. The Access Seeker shall not be liable to pay liquidated damages where the Access Seeker   
terminates the WBS Service as a result of and/or arising out of a material breach of the   
Reference Offer by the Access Provider.

58. The Access Seeker expressly acknowledges that liquidated damages as calculated above form a   
reasonable pre-estimate of the loss which the Access Provider would suffer as a result of early   
termination by the Access Seeker. Such liquidated damages shall be the Access Provider’s sole   
and exclusive damages or monetary remedy for such early termination.

***C. Fault Handling and Resolution***

***C.1 Faults***

1. The Access Provider’s responsibility for faults in the Wholesale Bitstream Service is limited to

the following:

a) Any fault that affects the Wholesale Bitstream Service and/or in the Access Provider’s Network,

Systems, Access Provider Equipment where such fault is not caused, whether directly or indirectly,   
by the Access Seeker’s actions or omissions;

b) Any fault that the Wholesale Bitstream Service and/or in the Access Provider’s Network, Systems,   
Access Provider Equipment where such fault is directly caused by the Access Provider’s action or   
omission.

2. The Access Seeker is responsible for any that affects the Wholesale Bitstream Service and/or in   
the Access Provider’s Network, Systems, Access Provider Equipment where such fault is caused,

whether directly or indirectly, by the Access Seeker’s actions or omissions, whether through   
negligence or otherwise.

3. The Access Seeker shall be responsible for providing an initial fault diagnosis and reporting for   
any fault reported to the Access Seeker by its End-Users. The Access Seeker must ensure that its

fault reporting service is competent and sufficiently resourced as per the quality standards set in   
the industry.

4. Pursuant to paragraph 3 above and prior to notifying the Access Provider of a fault, the Access   
Seeker must:

(a) Confirm the presence of a fault;

(b) Perform an initial fault diagnosis to identify where the fault has arisen;

(c) Use all reasonable endeavors to investigate the fault and find out all relevant information

from its End-User;

(d) Confirm that the fault falls under the Access Provider’s responsibility with a clear explanation

as to why it considers this to be the case.

5. When the Access Seeker has met the conditions set out in paragraph 4 above, it must report any   
fault that the Access Provider falls under the Access Provider’s responsibility, as set out in   
paragraph 1 above, to the Access Provider and provide reasonable information regarding the   
fault by raised a Customer Problem ticket.

6. If the fault is found to be outside of the Access Provider’s responsibility, as set out in paragraph   
1 above, or where the Access Provider cannot confirm the presence of a fault, the Access   
Provider may charge the Access Seeker on a time and materials basis.

7. The Access Provider will not accept any report of a fault from End User of the Access Seeker.   
Any End User of the Access Seeker mistakenly contacting the Access Provider will be advised to

contact the Access Seeker. The Access Seeker must ensure that all its End Users are informed   
that all faults must be reported to the Access Seeker.

**C.2 Fault Resolution**

8. The Access Seeker will facilitate contact with any relevant End User of the Access Seeker and/or   
arrange a site visit this is reasonably required by the Access Provider to clarify the nature of, or   
undertake work to fix, any Reported Fault. the Access Provider may communicate End User of   
the Access Seeker directly so long as such communications are confined to technical matters   
directly concerning the Reported Fault.

9. Upon the Access Provider’ acknowledgement of a Reported Fault that is the Access Provider’   
responsibility under C4 clause 17 Access Provider will:

(a) diagnose and fix the Reported Fault;

(b) following the initial diagnosis, provide an indication to the Access Seeker of the likely

time to fix the Reported Fault (Response, provided that the Access Provider has no   
obligation to provide such indication if the Reported Fault is fixed at the time of initial   
diagnosis.

**C.3 Reporting Faults to the Access Provider**

10. The Access Provider has two automated channels which allows the Access Seeker to create   
customer trouble tickets:

(a) Portal

(b) API Integration

11. The two channels allow Access Seekers to:

(a) create a new trouble ticket;

(b) retrieve status and updates on a trouble ticket; and

(c) Receive ticket resolution and closure updated along with root cause.

12. Faults can be logged 24 hours a day, seven days a week.

13. The Access Seeker must use the Access Provider Portal or API Integration for reporting all faults   
regarding the WBS Service. If the Access Seeker uses any other method to report a fault, the

fault will not be acknowledged by the Access Provider or attended and the Service Levels as defined will not apply to that fault.

14. Where the Access Provider advises the Access Seeker that Portal /API is unavailable, the Access   
Seeker must submit fault reports to the Access Provider by calling the Access Provider Call   
Center. the Access Provider will use all reasonable endeavors to advise Access Seekers   
immediately upon becoming aware that the Portal /API is unavailable.

15. Once the Access Seeker has provided initial fault diagnosis, determined that it requires the   
Access Provider assistance to resolve the fault, the following information is required when   
reporting a fault:

(a) confirmation that the initial fault diagnosis has been completed;

(b) contact name and phone number of the Access Seeker staff member logging the fault;

(c) contact name, phone number, and alternate phone number of the End User experiencing   
the fault (where appropriate);

(d) End User's Service Identifier for service that is experiencing the fault (where appropriate);

(e) fault type and description;

(f) time the fault occurred;

(g) address and contact details for the site of the fault (where appropriate); and

(h) any other relevant information.

16. If any of the above information set out from (a) to (g) in paragraph 47 above is not provided, the

Service Levels in the Schedule 7 of the Access Provider Reference Offer will not apply

**C.4 Fault Report Acknowledgement**

17. When a fault report is received, the Access Provider will advise the Access Seeker,

acknowledging receipt of the fault report within specified SLA in schedule 7.

**C.5 Fault Tracking**

18. All faults will be logged in Portal /API integration and the Access Seeker will be given a fault

reference number where the access seeker can get the update on the raised trouble tickets and   
the progress to restore the service.

19. Where the Access Provider subsequently becomes apparent that the fault restoration time   
cannot be met, the Access Provider will advise the Access Seeker of a revised fault restoration

time.

**C.6 End-User Premises Visit**

20. If the Access Provider identifies the need to send a field engineer to the end-user, the Access

Provider will update Access Seeker trouble ticket in portal/API integration.

21. The Access Seeker's is responsible for coordinating site access, visit appointment and any   
required outage window with the End User.

22. In case end-user don’t respond to the Access Provider calls to confirm appointment, the KPI will   
be stopped and access seeker will need to re-book appointment and inform the Access Provider   
with new appointment booked.

**C.7 Fault Types**

23. If the issue can be fixed remotely, the Access Provider will fix the issue and the customer trouble

tickets will be updated accordingly.

24. In the event where the issue is within passive or active resources, a planned outage will be

required and the Access Provider will inform the access seeker on planning outage timings.

25. access seeker representative to be available at the time of the end-user visit to verify and accept

the resolution of the end-user fault.

**C.8 Fault Closure**

26. Once the fault has been resolved, the Access Provider will notify the Access Seeker via

Portal/API integration that the fault has been resolved, confirm the reference number and,   
where possible, provide the cause of the fault and any actions taken to reach resolution.

**C.9 Emergency and Core Network Faults**

27. Emergency and Core Network faults reported to the Access Provider will be treated on a case-

by-case basis. In the first instance, the Access Provider will propose a temporary solution.   
However, in the absence of a viable temporary solution, the Access Provider may schedule a   
callout to respond to Core Network faults, or to emergency faults relating to mass outage that   
impacts an entire block or area.

**D. Complaints**

This section deals with Access Seeker enquiries where the Access Seeker is not satisfied with a product and/or handling and timeliness of an enquiry.

1. Access Seekers can reach their designated account manager to report any complaint related to   
none-technical issues.

2. Access seeker can be raise their complaints through the portal and/or API integration

3. The Relationship Manager will acknowledge the receipt of the complaint within 2 working days.   
4. A response to the complaint will be provided to the Access Seeker within 5 working days.

5. In case the Access Seeker finds the provided solution is not satisfactory, the complaint can be

escalated to Head of relationship manager.

**D.1 the Access Provider Network, the Access Provider Owned Equipment and Property**

6. For the Access Seeker's own safety, and so that services supplied by the Access Provider are not

disrupted, the Access Seeker must help safeguard the Access Provider’ Network and the Access   
Provider Owned Equipment. The Access Seeker must:

(a) Follow the Access Provider’ reasonable directions when connecting anything to the Access   
Provider’ Network or any the Access Provider Owned Equipment.

(b) Only allow people authorised by the Access Provider to work on or around the Access   
Provider’ Network or the Access Provider Owned Equipment; and

(c) make sure everyone the Access Seeker is responsible for also meets these obligations.

**D.2 Access Seeker Responsibility towards the Access Provider Owned Equipment**

7. At the time any the Access Provider Owned Equipment is supplied, the Access Provider will use

all reasonable endeavours to make sure it is safe, durable and approved for connection to the   
rest of the Access Provider’ Network.

8. Where the Access Provider supplies the Access Seeker with any the Access Provider Owned   
Equipment, the Access Seeker will, where applicable:

(a) leave the Access Provider Owned Equipment installed and not use it otherwise than in   
specified in the service description.

(b) protect the Access Provider Owned Equipment from radio or electrical interference,   
power fluctuations, abnormal environmental conditions, theft and any other risks of loss

or damage.

(c) if the Access Provider Owned Equipment is lost, stolen or damaged, notify the Access   
Provider directly and pay for repairing or replacing it, except where the loss, theft or   
damage was caused by the Access Provider;

(d) follow the Access Provider’ reasonable directions when using the Access Provider   
Owned Equipment and never use the Access Provider Owned Equipment for purposes

for which it is not designed; and

(e) not encumber the Access Provider’ title to the Access Provider Owned Equipment or   
expose such title to third Party claims and notify the Access Provider if it becomes aware

of any third-Party claim.

9. When any the Access Provider Owned Equipment is no longer required the Access Seeker:

(a) must return the Access Provider Owned Equipment to the Access Provider;

(b) will take reasonable care to avoid causing damage when returning the the Access   
Provider Owned Equipment to the Access Provider and be responsible for any damage to

the the Access Provider Owned Equipment; and

(c) must pay all Charges for the Access Provider Owned Equipment until such time as it is   
returned to the Access Provider.

**E. Planned Outages and Maintenance**

1. The Access Provider may suspend any WBS in order to carry out Planned or Emergency

Maintenance.

2. In the case of Planned Maintenance, the Access Provider shall use its best endeavors to carry   
such activity during the night or at weekends or other quiet periods.

3. The Access Provider shall give ten (10) Working Days’ notice of each Planned Maintenance   
activity affecting a particular WBS Service or group of WBS Services. This shall include the

circuits affected, the date and time of the suspension and the likely duration of the suspension.

4. The Access Provider shall give three (3) Days’ notice of each Emergency Maintenance activity   
affecting a particular WBS Service or group of WBS Services. This shall include the circuits

affected, the date and time of the suspension and the likely duration of the suspension.

5. The Access Provider shall use its reasonable endeavors to take into account the reasonable

operational concerns of the Access Seeker before implementing any Planned Maintenance and   
be carried in accordance with Schedule 7 of the Access Provider’s Reference Offer.

**E.1 Types of maintenance and support services**

6. The Access Provider shall provide Network maintenance and support services such as ONT replacement and fibre patch cord replacement, in accordance with the Service   
Levels set out in Schedule 7 - (Service Levels) of the Reference Offer. In the event that any service components will require replacement due to Access Seeker or End User misuse, the Access Provider reserves the right to re-charge the replacement cost of these equipment(s) to the Access

Seeker.

7. The Access Provider shall ensure that all of the Network elements used to provide the WBS   
Service are provided to the Access Seeker at the same level of quality of service and availability

as provided for the equivalent WBS Service elements supplied to all Access Seekers, including   
the option of choosing the preferred ONT set-up, such as bridge-mode or managed mode.

8. The Access Provider shall provide the Access Seeker with full visibility on the ONT and ONT   
management and the Access Seeker shall have TR69 capability extended where the ONT is (a)

supplied by the Access Provider; or (b) self-provided by Access Seeker. For the purpose of this   
clause, the Parties shall agree on the logical demarcation and responsibility matrix for ONT   
management as provided in the Joint Working Manual.