# SCHEDULE 8 – DICTIONARY AND RULES OF INTERPRETATION AND CONSTRUCTION

**PART 1 – DICTIONARY**

Unless defined otherwise or unless the context otherwise requires, capitalised words used in this Reference Offer shall have the meaning given to them in this Schedule:

**Acceptable Long Term Credit Rating** means a credit rating (which shall not be more than six (6) months old) from either Moody’s Investor Services, of “BA” or higher; or 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 Service has to meet before a Service Request can be considered as completed.

**Access Delivery Date** means the date, which is (5) five Working Days after the physical installation of the Fibre Cable in accordance with Schedule 6.6 – (FFS Service Description) of the Reference Offer.

**Access Provider** means BNET B.S.C (c), , which is licensed by the Authority to offer wholesale services to Licensed Operators, in its capacity as the provider of the Services.

**Access Provider Equipment** means equipment owned, controlled, managed, operated, provided by, installed or utilised by, the Access Provider, which is instrumental for providing by the Access Provider, the relevant Service to the Access Seeker.

**Access Seeker** means, in relation to a Service, the Licensed Operator that has requested the Access Provider to supply that Service.

**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 (wholesale) Service provided by the Access Provider as input to such services.

**Actual RFS Date** means the date on which the Access Seeker receives the RFS Certificate from the Access Provider.

**Affiliate** means, as used with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under common Control with, that person and “**Affiliated”** shall be construed accordingly.

**Agreement Effective Date** means the date on which the parties executed in writing Schedule 9 (Supply Terms), which incorporates, by reference, all other Schedules, parts and provisions of the present Reference Offer, as may be amended from time to time, subject to the Access Seeker fulfilling all applicable conditions for entereing into the Agreement as stipulated by the relevant provisions of the Reference Offer.

**Approved Contractor** means a Person who meets the relevant standards, codes of practice and/or certifications of the Access Provider for the purposes of relevant work or activity required to supply a Service, and is recognised and/or notified by the Access Provider to the Access Seeker as such.

**Authorized Person** has the meaning set out in Schedule 9 (Supply Terms).

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

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

**Billing and Collection Process** means the billing and payment process as described in Schedule 4 (Billing) of the Reference Offer.

**Billing Dispute** has the meaning set out in Schedule 4 (Billing).

**Billing Dispute Notice** means a notice in writing in the form setting out the information required under clause 5.1 of Schedule 4 (Billing) of the Reference Offer.

**Billing Representative** means the individual or department nominated by a Licensed Operator or the Access Provider (as applicable), to receive, process or issue the Access Provider’s invoices.
 **Calendar Day** or “**day**” means a period of 24 consecutive hours and ending at 24:00 midnight including weekends and public holidays.

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

**Cancellation Request** means a request to cancel an existing transaction including any Service Order, as applicable.

**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 any applicable charges, fees, prices, amount or calculation of monies applicable to any Service as set out in Schedule 6 (Service Descriptions) and in Schedule 3 (Pricing) of the Reference Offer, as the case may be.

**Connection** means a subset of a Service, which may refer to an individual physical and/ or logical connection or circuit to the End User or a facility of the Acess Seeker or another Licensed operator; as applicable; in relation to the specific Service as further described in schedule 6 (Service Descriptions).

**Confidential Information** means all information or business secrets in whatever form reasonably considered to be commercially confidential (regardless of whether it has been formally designated as such) and shall include without limitation information pertaining to network coverage and/or capabilities, product development, product pricing, marketing strategy and intelligence, product launch dates, projected sales volumes, cost, payment terms, product specific forecasting, trade secrets, ideas, concepts, know-how, knowledge, and information whether in writing or otherwise, relating to a party’s People, services, Network, commercial affairs, business, customers, subscribers or End Users as exchanged between the parties before, on or after the Agreement Effective Date but excludes information:

1. 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;
2. 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);
3. which the recipient acquires from a third party entitled to disclose it; or
4. which was independently developed by a party without breach of any obligation of confidentiality owed to the other party.

The Confidential Information of the Licensed Operators under the Agreement involves in particular but without llimitation:

(a) any forecast provided to the Access Provider pursuant to Schedule 5 (Forecasting);

(b) any Service Request submitted to and its processing by the Access Provider;

(c) unless otherwise provided, any New Service Request submitted to the Access Provider;

(d) any information provided to the Access Provider in the course of its review of the the Access Seeker creditworthiness or any Security requested from or provided by the Access Seeker;

(f) any information related to any Disupte including a Billing Dispute;

(g) any information provided to the Access Provider under the Agreement, which, in the case of written or electronic information, is clearly designated by the Licensed Operator as commercially confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as such or is by its nature as commercially confidential.

**Confidentiality Agreement** means the terms and conditions of the mutual confidentiality obligations between an Access Seeker and the Access Provider as provided for in Schedule 9 (Supply Terms).

**Confidential Customer Information** has the meaning as defined in Clause 20 (Confidentiality) of Schedule 9 (Supply Terms).

 **Consequential Loss** means:

1. direct loss of business revenues, opportunity or profits; and
2. indirect, incidental, consequential, punitive or special damages, including 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.

**Control** means, as applied to any person, the possession, directly or indirectly, of the power to influence the direction of the management of that person, whether through ownership, voting or other means and “Controlling” and “Controlled” shall be construed accordingly.

**CR** means commercial registration in the Kingdom of Bahrain or specific Government issued identity for Governmental authorities or non-commercial organisations.

**Customer Premises Equipment** means equipment owned, controlled, operated or used by the Access Seeker, which is necessary to make use of the Service, but is not supplied by the Access Provider. The specific characteristics of various types of Customer Premises Equipment in relation to specific Services are described in Schedule 6 (Service Descriptions). A specific instance of such Customer Service Equipment is End User Equipment necessary for End User’s use of a Service supplied to the Access Seeker as further described in Schedule 6 (Service Descriptions).

**Decision of the Authority** means any decision, ruling, determination, instruction, approval, order or directive or such other regulatory requirement of the Authority, which is binding and eforecable on the Acess Provider and/ or the Access Seeker, as applicable.

**Disclosing Party** has the meaning set out in Schedule 9 (Supply Terms). **Dispute** has the meaning set out in Schedule 9 (Supply Terms).

**Dispute Officer** means a senior executive of a party nominated to negotiate and resolve disputes with the other party as further referred to in Schedule 9 (Supply Terms).

 **Dispute Resolution Procedures** means the procedures set out in in Schedule 9 (Supply Terms).

**Distribution Point** generally refers to the Network Facility on the Access Provider’s Network located in the vicinity of the End User’s premises but before any NTP, which hosts Access Provider’s Network Equipment and from which the Access Provider provides network connections to offer Services to the Access Seeker. The respective descriptions of particular Services in Schedule 6 (Service Descriptions) and any diagrams therein provide illustrative examples of the Access Provider’s Network topology including the location of the Distribution Point and/ or the NTP, as applicable, in relation to a particular Service.

**Downgrade** means a decrease in the speed or throughput of the relevant Service or Connection.

**Duct** means an underground facility that is used, installed and ready to be used, or intended to be used to hold lines or cables and owned, maintained or operated by the Access Provider.

 **Due Date** means the date on which an Invoice is payable in accordance with Schedule 4 (Billing) of the Reference Offer, 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, it shall be a date which is thirty (30) days from the date of receipt of the relevant Invoice.

**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, or structural damage. It also includes an unscheduled Outage which has or is likely to have a significant impact on a party's Network.

**Emergency Maintenance** 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 Licensed Operator’s customer, to whom the Access Seeker provides, or intends to provide, a service using the particular Service (as described in Schedule 6 (Service Descriptions) provided by the Access Provider as an input, whether a legal or natural person.

**End User Consent** means the express written consent obtained or required to be obtained by an Access Seeker from the Access Seeker Customer to subscribe to or receive a service from the Access Seeker by means of the relevant Service supplied by the Access Provider to the Access Seeker under this Reference Offer.Where the context of the relevant Service (as provided for in Schedule 6 (Service Descriptions)) so requires, such consent may involves a confirmation to the Access Seeker that the End User has obtained necessary consents, approvals, no objections, rights of way and/or rights of access, to the extent that such are within the control of the End User to obtain and are reasonably required to enable the Access Provider to provide the relevant Service.

**End User Management** means all aspects of interface with the End User by the Access Seeker in relation to each End User contracting with the Access Seeker for using the Access Seeker’s services relying on the Service and first line support by the Access Seeker in relation to maintenance issues related to the End User.

**End User Premises** means the End User’s permanent physical location in Bahrain.

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

1. antennae, microwave dishes or satellite dishes of less than 2.5 meters in diameter;
2. associated transmission equipment, power plant (including standby power), and air conditioning plant;
3. associated feeders, waveguides and waveguide pressuring equipment;
4. cabling and cabling works;
5. prefabricated modules, risers or other structures housing any of the above;
6. cable gantries;
7. 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;
8. towers, masts, poles, antennae mountings and other similar structures which bear or are capable of bearing items noted in paragraph (a) – (g);
9. Underground Plant; and
10. 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.

**Equivalence Compliance and Technical Committee** or the **“ECTC”** means the committee established by the Regulator pursuant to section 4.13 of the SE Licence that will enable, among other things, Licensed Operators to discuss their needs and requirements, including technical requirements, with the Access Provider at regular intervals as described in the ECTC terms of reference published by the Regulator on 7 November 2019, as amended from time to time.

**Estimated Implementation Date** has the meaning given to it in Schedule 5 (Forecasting) of the Reference Offer.

**Exceptional Delivery Date** means the alternative Delivery Date, notified by the Access Provider to the Access Seeker when the Expected RFS Date cannot be met due to exceptional circumstances as specified in the relevant Service Description in Schedule 6.

**Expected RFS Date** means the date on which the Access Provider expects the Service to be ready for Service as indicated in the notice of Expected RFT and RFS Dates. The Expected RFS Date shall be set no later than the Maximum Delivery Date.

**Facility** means a:

1. Duct;
2. fibre cable (whether partially or fully in service or not);
3. copper cable (whether partially or fully in service or not);
4. main distribution frame;
5. equipment room;
6. local exchange;
7. Duct chamber;
8. Underground plant;
9. power room;
10. street cabinet;
11. riser room;
12. fibre patch panel

as the context requires, which unless agreed otherwise by the Access Provider and Access Seeker, is or shall be owned by the Access Provider at the time a Service Request is made.

**Fault** means a fault arising in segments of a Network (classified as either a Carrier System Fault or a Network Fault).

**Fault Acknowledgement** means acknowledgement of a Fault in accordance with the provisions in Schedule 7 (Service Levels).

**Field Study** means the study to be undertaken by the Access Provider, which includes but is not limited to:

1. 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;
2. the estimated Charges for Make Ready Work; and
3. the time required to access the relevant Service, after being ordered.

**Forecasting Procedures** means the procedures set out in Schedule 5 (Forecasting) of the Reference Offer.

**Force Majeure Event** means any act, event, omission, cause or circumstance that:

1. is not within the reasonable control of an affected party;
2. the affected party is not reasonably able to prevent or overcome by the exercise of reasonable care, such as by having in place or implementing a business continuity or disaster recovery plan; and
3. causes the affected party to fail to perform of otherwise materialy affects the performance of any of its obligations under this Agreement and in particular, with respect to the Access Provider, the provision of the Services

but does not include:

1. any event or circumstance that arises as a result of any lack of funds or any other inability to pay money;
2. any industrial dispute relating to a party or any other failure in a party’s supply chain; or
3. any event or circumstance that arises as a result of any wilful or negligent act or omission of the affected Party or its failure to take reasonable care or precaution.

A Forece Majeure may involve, without limitation, governmental or states’ acts or regulations, embargoes, warfare, riots, earthquakes, hurricanes, lightning, fire, flood, or other inclement weather or natural disaster, act of terrorism,explosions, massive blackouts or an industrial dispute, or breakout of large scale serious contagious diseases or pandemics

**Indemnifying Party** means the party giving an indemnity under the Agreement as described in Schedule 9 (Supply Terms).

**Insolvent** means, in relation to a party, where a party is (i) unable to pay its debts on the maturity dates or fails to pay such debts within 30 days of their maturity or from date of the creditors’ notice to pay; or (ii) the value of the debtor’s financial obligations exceeds the value of its assets.

**Insolvency Proceedings** means any voluntary or involuntary petition under any bankruptcy, insolvency or similar law affecting creditors generally, or any liquidation, transformation or rehabilitation proceeding, or in relation to a party, having receiver or similar person or entity appointed for any of its property.

**Intellectual Property Rights** means all rights conferred under statute, common law and equity in and in respect of intellectual property rights, including 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.

**Interest Rate** means unless stipulated otherwise in a relevant Schedule to the Reference Offer, LIBOR plus 3%.

**Joint Working Manual** means the operations and procedures manual to be developed within the ECTC (as amended or updated from time to time).

**Kingdom** means Kingdom of Bahrain.

**Law** means the Legislative Decree No. 48 of 2002 with respect to Telecommunications in the Kingdom of Bahrain, as amended from time to time.

**License** means an individual license issued pursuant to the Law and “Licensed” shall be construed accordingly.

**Licensed Operator** means a party who has been issued with a telecommunications License pursuant to the Law to provide telecommunications services.

**Main Body Terms** means Main Body (Schedule 1) of the Reference Offer.

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

1. structural analysis;
2. 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;
3. 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;
4. where the Tower is a replacement Tower, removing the Tower if required;
5. 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;
6. rearranging Equipment;
7. the provision of temporary facilities to accommodate Equipment;
8. making alterations to ducts;
9. providing ducts, installing subducts and manhole breakouts, clearing roots or silt and repair work;
10. installing or extending cable trays or other works to house the Access Seeker’s lines, cables and/or any Equipment; and
11. any other matters specified by the parties from time to time.

**Material Breach** means a breach of the Acess Seeker’s obligations under this Agreement ,which in itself, or when combined with other breach of the Acess Seeker’s obligations under this Agreement, is a material breach of this Agreement, including a failure by the Access Seeker to pay an Invoice for the relevant Service by the Due Date, other than an Invoice subject to a dispute between the parties in accordance with procedures set forth in Schedule 4 (Billing).

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

**Maximum Delivery Time** means the maximum time within which the Access Provider shall 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 lines or access ducts. The Maximum Delivery Time starts at Accepted Service Request.

**Maximum Fault Acknowledgment Time** means the maximum Actual Fault Acknowledgment Time that the Access Provider should meet as required under Schedule 7 (Service Levels) of the Reference Offer.

**Maximum Monthly Penalty Cap** means the maximum Penalties for Restoration Time the Access Seeker is entitled to for a specific Service, on a monthly basis, as a result of the Access Provider not meeting the Maximum Restoration Time.

**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 Service Period** has a meaning given to it in each applicable Service Description (Schedule 6).

**Mobile Network** means:

1. a GSM Network; or
2. 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.

**Monthly Recurring Charge (MRC)** means the monthly Service Charge chargeable by the Access Provider and payable by Access Seeker.

**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.

**Network Fault** means a Fault located within the Access Provider’s Network or within the Licensed Operators Network. Network Faults include Faults within the signalling networks.

**Network Termination Point (NTP)** is a physical point located on End User’s premises, at which an End User is provided with access to a public electronic communications Network and, where it concerns electronic communications Networks involving switching or routing, that physical point is identified by means of a specific network address, which may be linked to the telephone number or other identificator. NTP provided at a fixed location on served premises usually involves some form of Network termination and testing or diagnostics apparatus of the Access Provider.

**New Connection Request** means a Service Request for establishing a new Connection for the provision of Services to End User Premises.

**New Service** means a completely new Service relating to access to the Access Provider’s Network or any enhancement, modification or other change to an existing Service, its terms and conditions including introducing any new pricing terms, or the underlying processes, (including any commercial services required to facilitate that access) that is not currently provided or able to be provided under the Reference Offer.

**New Service Order** means a request for a New Service submitted by a party in accordance with the provisions of Schedule 2.2 (New Service Request) of the Reference Offer, which will be subject to a process described in Annex 1 to the Main Body of the Reference Offer.

**NOC** means a no-objection certificate or any other consent, permit, approval or authorisation required to be issued by a competent authority or any relevant third party including without limitation landlords, property owners or developers, which is necessary in order for the Access Provider to conduct any works or other activities necessary for the supply of Service or its repair and maintenance.

**Non-recurring Charge (NRC)** meansthose one-time charges incurred where additional infrastructure is required to provide new or extended service at a customer's site, or at another requested location where the Access Provider would otherwise not choose to extend its network based on normal commercial criteria.

**Non-residential** means an End User with a CR.

**Notification** means a written communication sent by any means.

**Notification of Expected RFS Dates** means the Service Level for the timely notification of the Expected RFS Date as provided for under Schedule 7 (Service Levels) of the Reference Offer.

**Operations Manual** means the annex of each Service Description describing the various processes relating to onboarding, provisioning, fulfilment and assurance.

**Outages** mean that period during which the Access Provider’s Equipment is temporarily decommissioned or not operating.

**Penalties for Response Time** means the penalties due by the Access Provider for not meeting the Maximum Response Time.

**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.

**Planned Maintenance** means planned work to protect or restore any Equipment, the Facility, or the operating capability of Equipment, which is not in response to an Emergency Event.

**Point of Presence (POP)** means a permanent physical location where an aggregation link or connection of a relevant Service is terminated at premises owned or leased by the Access Seeker or at the Access Provider’s colocation facility, but for the avoidance of doubt cannot be at an End User Premises, earth station, manhole, power room, lead-in pipe, duct, outdoor cabinet, MDF, riser room or anywhere not on the main island of Bahrain unless connected by a permanent physical connection above sea level and accessible the Access Provider.

**Public Internet Protocols** means the following:

1. Hyper Text Transfer Protocol (HTTP);
2. File Transfer Protocol (FTP);
3. Simple Message Transfer Protocol (SMTP);
4. Secure HTTP; and
5. such other Internet protocols as the parties may agree from time to time.

**Public Radio Communications Station** shall have the meaning as defined in the Regulation on Permitting, Installation, Upgrading and Maintenance of Public Radio Communications Stations issued by the Regulator’s Board of Directors Decision No. 10 of 2018 but excluding Temporary Public Radio Communications Stations as also defined therein.

**Quality of Service (QoS) Parameters** or **Quality of Service** means the set of technical parameters for a Service set out in the relevant Schedule 6 (Service Descriptions).

**Ready for Service (RFS) Date** means the date the Access Seeker and the Access Provider have agreed that all elements of the Service have been successfully installed and ready for use by the Access Seeker in accordance with Schedule 7 (Service Levels) of the Reference Offer.

**Reconfiguration Request** means a request for reconfiguring the parameters of an existing Connection.

**Reference Offer** means the reference offer published by the Access Provider incorporating the wholesale Services (including any price and non-price terms) to be offered by the Access Provider to Licensed Operators, as may be amended from time to time, as approved by the Authority.

**Regulatory Event** means:

1. an amendment of or change in any applicable law;
2. the grant of an injunction against a party in respect of a breach or alleged contravention of the applicable law; or
3. any change in the applicable telecommunication regulatory framework in the Kingdom of Bahrain pertaining to any regulatory instruments issued by the Authority or any Decision by the Authority;
4. the making of a determination or direction by, or an omission of, a competent authority.

**Response Time** means the Service Level for the timely start of troubleshooting of a Fault following the Fault Acknowledgement.

**Restoration Time** means the Service Level for the timely restoration of a Service affected by a Fault following the Fault Acknowledgement.

**RFS Certificate** means either a signed End-User/Access Seeker acceptanceconfirming that::

* 1. the Service has been provisioned and tested by the Access Provider;
	2. the Service is properly registered in all of Access Provider’s systems (e.g. OSS/BSS, service level monitoring platform, fault reporting system etc.);
	3. the Service has been validated by the Access Seeker (or deemed to have been validated by the Access Seeker if the Maximum Validation Time has lapsed); and
	4. the Service is ready for service and the Access Seeker will be invoiced accordingly.

**RO Effective Date** means the date on which the Authority granted its approval of the Reference Offer (or any amendments or modifications thereto) or issued an order having the same effect following submission of the draft Reference Offer (or any amendments or modifications thereto) to the Authority for their review.

**BNET License** means the Fixed Telecommunications Infrastructure Network License granted to BNET on 2 June 2019 by the Regulator, pursuant to the requirements of Article 40(bis)(a) of the Law.

**Security** means any security reasonably required by the Access Provider in accordance with 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, provided that the form of security selected is acceptable to the Access Provider, such acceptance not to be unreasonably withheld or delayed.

**Service** means a service that the Access Provider is obliged to supply to the Licensed Operators under the BNET License issued pursuant to the requirements of Article 29 and Article 40(bis)(a) of the Law. As of the RO Effective Date, such Service is described in the relevant Service Description in Schedule 6 (Service Descriptions) of the Reference Offer. A Service may also result from a New Service Request, which was implemented by the Access Provider using the process described in Annex 1 to the Main Body of the Reference Offer.

**Service Commencement Date** means, for each Service Request for a Service, the date of successful implementation and notified handover of the Service by the Access Provider to the Access Seeker.

**Service Credit (SC)** means an amount payable by the Access Provider to the Access Seeker for a failure to meet a Service Level. In relation to a single Service Credit, it means that amount represented by 1% of the MRC.

**Service Credit Claim** means Access Seeker’s request to the Access Provider in writing for a Service Level Penalty expressed in Service Credit that is based on the Access Provider’s breach of a particular Service Level as described in Schedule 7 (Service Levels), and which is accompanied by reasonable supporting evidence of such breach.

**Service Description** means the description, terms and procedures and other matters relevant to a particular Service and which are set out in Schedule 6 (Service Descriptions) of the Reference Offer.

**Service Level(s)** means the set of parameters defining the minimum performance expected from the Access Provider in the delivery and maintenance of the relevant Service.

**Service Level Penalties** means the set of defined penalties expressed in Service Credits which are payable by the Access Provider for not having met the relevant Service Level Terms.

**Service Level Terms** means the set of defined performance targets that must be met by the Access Provider in relation to the request, delivery, quality management and fault management, of the relevant Service, as set out in Schedule 7 (Service Levels) of the Reference Offer.

**Service Qualification** means the analysis carried out by the Access Provider via the Internet or manually to confirm whether the Service can be provided on the Access Provider Network by checking, where appropriate, the following:

1. line loss;
2. infrastructure availability;
3. interference.

**Service Order** means a formal request for a Service made by an Access Seeker as defined in more detail in the relevant Operations Manual.

**Service Order Acknowledgment** means the Service Level for the timely acknowledgment of a Service Request sent by an Access Seeker as required under Schedule 7 (Service Levels) of the Reference Offer.

**Service Order Confirmation** means the Service Level for the timely acceptance or rejection of a Service Request sent by an Access Seeker as required under Schedule 7 (Service Levels) of the Reference Offer.

**Service Order Form** means the standard format (including digital format) used by an Access Seeker to request a Service as required under Schedule 7 (Service Levels) of the Reference Offer.

**Service Order Acceptance** has a meaning set out in Schedule 2 (Notification and Acceptance of Service Request) of the Reference Offer.

**Service Request** means a request made by the Access Seeker to: (i) check whether the address is currently served by BNET’s infrastructure and/or (ii) confirm whether BNET can provision the infrastructure to the address on a time and materials basis.

**Shared Facility** means a Facility that is shared between Access Seeker(s) and/or the Access Provider.

**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.

**Statement of Requirements** means a formal description of a New Service, to be submitted by the Access Seeker following the initial as well as the detailed discussions between the Access Provider and the Access Seeker, addressing in detail the technical and functional characteristics and commercial terms as well as other terms relating to its supply as agreed by the parties pursuant to the Annex 1 to the Main Body of the Reference Offer.

**Supply Terms** means the terms set out in Schedule 9 (Supply Terms) of the Reference Offer.

**Suspension Event** means:

1. the Access Seeker has failed to pay undisputed monies owing under the Agreement; or
2. the Access Seeker breaches any other material obligation under the Supply Terms.

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

**Term** means the term of the Agreement as defined in clause 2.7 of the Main Body of the reference Offer.

**Total Service Credit Cap** or “**Maximum Penalty**” means the maximum Service Penalty or Service Credit amount that can be provided for any single breach of the applicable Service Level as stipulated in Schedule 7 (Service Levels).

**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 or the Access Seeker as appropriate.

**TR69** means means the TR69 protocol understood as CPE WAN Management Protocol, issued by the Broadband Forum in force from time to time, and/or its equivalent successor.

**Underground Plant** means:

1. duct systems containing one or more ducts or subducts and includes associated building entry tunnels, manholes, exchange cable chambers and joining pits; and
2. tunnel systems.

**Upgrade** means an increase in the speed or throughput of the relevant Service or Connection.

**Upgrade/Downgrade Request** means a request to the Access Provider for upgrading/downgrading the speed or throughput of an existing Service or Connection as further defined in the relevant Service Description and corresponding Operations Manual.

**Wireless Radio Site** means a mast, tower, pole or roof top radio station or any other type of Public Radio Communications Station, excluding temporary cell sites (cell on wheels) owned, leased or licensed by Access Seekers that hold an Individual Mobile Telecommunications License.

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

**Working Hours** means between the hours of 08:00 to 17:00 AST on a Working Day.

**PART 2 – RULES OF INTERPRETATION AND CONSTRUCTION**

# Interpretation

Unless otherwise specified:

1. singular includes the plural and vice versa;
2. different grammatical forms of the same word have the corresponding meaning;
3. words of inclusion are not words of limitation;
4. the expression “person” includes a reference to a person, firm, corporation or other legal entity;
5. references to either party shall include its legitimate successors or assigns;
6. 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 Agreement between the Access Provider and an Access Seeker, as the case may be;
7. headings are used for convenience only and do not affect interpretation.