

ANNEX 5 TO SCHEDULE 6.3

PART A – Managed MDS (MDS -M) Operations Manual

This document describes the onboarding, provisioning, fulfilment and fault handling process for the Managed MDS (MDS-M) - between the Access Provider and the Access Seeker. This document forms an integral part of the Access Provider's Reference Offer and of Schedule 6.3.

1. Onboarding

1.1 Onboarding Requirements

1.1.1 Access Seeker Onboarding

- (a) The Access Seeker shall review, acknowledge, and sign for Access Provider's counter signature the Supply Terms (Schedule 9) of the Reference Offer.
- (b) 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 250k and property insurance for the assets used in relation to this Agreement to the value of at least BD 100k.
- (c) 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.

1.1.2 Credit Security

- (a) The Access Seeker shall have in force and maintain security as requested by the Access Provider as required under the Reference Offer Supply Terms.

1.1.3 Licensing and Authorizations

- (a) 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.

1.1.4 Confidentiality and Non-Disclosure

- (a) The Access Seeker is required to execute the Access Provider's Non-Disclosure and Confidentiality Agreement and comply with any data or information protection policies.

1.1.5 BNET BSS

- (a) 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, for placement of Service Order(s) and Service Request(s).
- (b) The Access Provider also provides a graphical User interface portal (the UI or Access Provider Portal) for Access Seeker who do not have the capability to integrate via API. The Access Provider UI is a standard portal that may not provide the same enhanced or benefits that an Access Seeker would be able to leverage through API integration.

- (c) The Access Provider recommends access via API integration to its BSS.

1.1.6 Process for API Integration

- (a) If the Access Seeker opts for API integration, it shall contact the Access Provider Relationship Manager for API documentation.
- (b) The Access Provider recommends to IT best practices of development and testing on the Access Seekers' Testing Environment and obtaining the relevant acceptances/confirmations from the Access Seekers' internal business units before using the APIs on Production Environment.
- (c) The Access Seeker must inform and align with the Access Provider, with ample amount of time, before using the APIs on production environment.
- (d) The Access Provider does not bear responsibility for actions taken by the Access Seeker on their own through APIs.
- (e) The Access Provider should ensure that all communications with the Access Seeker should be confidential and shall not be disclosed to other Licensed Operators.
- (f) The details of using the API integration to interact with business processes mentioned in this Operational Manual are detailed in the LO API documentation shared by Access Provider.

2 Fulfilment

2.1 Request to Answer

- 2.1.1 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).
- 2.1.2 Specific information requests or product requests from the Access Seeker are qualified and addressed.

2.2 MDS-M Availability Check

- 2.2.1 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 the capability to conduct varying levels of pre-qualification checks before submitting a Service Order.
- 2.2.2 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 an **Address Availability Check** – to identify whether the Access Seeker Wireless Radio Site or a Core Mobile Site address exists in the Access Provider Address database which depends on the existence of the address in the IGA (Information & eGovernment Authority) address database, subject to BNET being provided such updated information at the time of request.

2.2.3 These qualification steps identify whether the Fulfilment request raised by the Access Seeker can be accepted. An Address Availability Check can be performed using the UI and the API integration and are performed by the Access Seeker.

2.3 MDS-M Service Request

2.3.1 In the event the Address Availability Check is not 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

2.4 Service Requests

2.4.1 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 UI. This information is provided by the IGA.

2.4.2 The Access Seeker is required to provide the information requested as per the form and mandatory fields set in the UI/API in order to submit a Service Request. 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.

2.4.3 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 UI or API for an address addition.

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

2.4.5 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 UI/API:

- (a) Building number
- (b) Road Number
- (c) Block Number
- (d) Country

2.4.6 The Access Seeker is required to attach 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 Access Seeker's Wireless Radio Site/Point of Presence.

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

2.4.8 Where any of the documentation is considered as invalid, the Service Request shall be reassigned to the Access Seeker for rectification.

2.4.9 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 refer to the process below on a Cost Assessment Service Request).

- 2.4.10 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.
- 2.4.11 The Access Seeker can issue a pre-order feasibility Service Request, which must contain the Service/product order details along with the requesting address.
- 2.4.12 The Access Seeker must verify the requesting address and the Service/product details (including but not limited to the Service/Product ID, Service feature requirements, i.e.). These must be included in accordance with the mandatory fields in the Access Provider's UI/API integration.
- 2.4.13 Upon receipt of the Service Request, the Access Provider will assess the Service Access Resources availability at the intended address location and will provide the status of Service provision in accordance with Schedule 7 of the Reference Offer.
- 2.4.14 Service Orders raised subsequent to Service Requests should refer the relevant pre-order feasibility Service Request(s).
- 2.4.15 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 authority (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.
- 2.4.16 No service commitment or network resources reservation should be assumed to be done as a result of an unapproved cost assessment Service Request.

2.5 Order to Payment – Fulfilment of Service Orders

- 2.5.1 The Access Seeker may submit a New Connection ("New Provide") Service Order through API integration or via the Access Provider UI/API Integration.
- 2.5.2 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
- 2.5.3 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 Wireless Radio Site/Core Mobile Site;
 - (c) it resulted from a processing error.
- 2.5.4 The Access Provider shall, within two (2) Working Days, notify the Access Seeker if the Service Order is accepted or rejected and where applicable, state the required corrections. If a notification is not provided within two (2) Working Days of receipt of the relevant Service Order, the Service Order shall be deemed accepted by the Access Provider.

- 2.5.5 In the event a Service order is rejected then the Access Provider shall provide the Access Seeker with clear reasons for the rejection at the same time of the rejection and identify the changes required to enable the Service order to be accepted.
- 2.5.6 If the Access Seeker submits a Cancellation Request after three (3) or more Working Days from the Notification of Expected RFS Dates and where this is not related to delay in the Date or Actual RFS Date by the Access Provider, the Access Seeker shall (subject to receipt of an appropriate invoice) be liable to pay three (3) MRC to the Access Provider.
- 2.5.7 Within five (5) Working Days from the date of the acceptance of the Service Order, the Access Provider shall notify the RFS Dates to the Access Seeker, as specified in Schedule 7 – (Service Levels) of the Reference Offer. The Access Provider reserves the right to reject the Service Order during this stage if it is found that the MDS-M Service is not supported or if the Access Provider's point to point Service Access Resources Network does not extend to the requested area within the Kingdom of Bahrain.
- 2.5.8 The Access Seeker shall book service installation initial appointment within 3 working days for service installation once RFS date is notified to Access Seeker. If the Access Provider's technician shall be present at the Wireless Radio Site/ Core Mobile Site to install a MDS-M Service, and if, for any reason, the Access Seeker cannot be available on the Expected RFS Date for such installation, the Access Seeker shall give the Access Provider a minimum written notice of one (1) Working Day. The revised Expected RFS dates are then set following the below principles:
- (a) The Access Seeker shall propose the next earliest date(s) for installation appointment which the Access Provider's technician would be available for the installation which shall be a maximum of three (3) Working Days notice from the day of the missed appointment.
 - (b) The Access Provider shall send the Access Seeker a Notification of revised Expected RFS Date.
- 2.5.9 In addition, if at least one of the following two conditions is met (i) the Access Seeker does not provide the Access Provider a minimum written notice of three (3) Working Days to inform of its unavailability; or (ii) the Access Provider sends a technician who is not able to access the site to install the MDS-M Service, then except for the cases of Force Majeure affecting the Access Seeker, the Access Seeker is liable to pay the installation and configuration charge for the requested MDS-M Service as specified in Schedule 3 - (Pricing) of the Reference Offer. In such case, the modification and Notification of the revised Expected RFS Date and the revised Maximum RFS Date follow the same principles as described in paragraph 2.5.8.
- 2.5.10 Subject to the Access Seeker fulfilling its obligations set out in service description, the Access Provider shall provide, and the Access Seeker shall acquire the MDS-M Service within the standard timescales.
- 2.5.11 Where the Access Provider has accepted a Service order which requires the deployment of Service Access Resources in a particular area, the Access Provider may also seek to recover the costs of such deployment through an NRC.

- 2.5.12 At the time of rejection, the Access Provider shall provide sufficiently detailed written reasons for rejection to the Access Seeker.
- 2.5.13 The SLAs in schedule 7 shall only be applicable to forecasted Service Orders in line with Schedule 5 (Forecasting) of the Reference Offer.
- 2.5.14 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.
- 2.5.15 Only in the case where the online digital UI or the API integration setup mechanisms are not accessible, electronic mails shall be accepted as a communication mechanism.
- 2.5.16 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.
- 2.5.17 Access Seeker's Wireless Radio Site/Core Mobile Site permissions & site readiness is the responsibility of Access Seeker to communicate to the Access Provider.
- 2.5.18 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.

Projects

- 2.5.19 For New Connections of more than fourteen (14) sites, the Access Seeker may request the Access Provider to consider such New Connections as one Project. Subject to agreement between the Access Seeker and Access Provider, the Project will be managed based on an agreed project plan between the Access Provider and Access Seeker.

2.6 Request to Change

- 2.6.1 To initiate a change to an existing MDS-M 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 MDS-M 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.
- 2.6.2 The Access Provider may, in its sole discretion, elect to accept any MDS-M Change Request notwithstanding that there is any defect in that MDS-M 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 MDS-M Change Request and provide the MDS-M Service. Managed MDS Change Request may comprise of any of the following:
 - (a) External Relocation
 - (b) Internal Relocation
 - (c) Upgrade
 - (d) Downgrade

- 2.6.3 The Access Seeker shall submit the request to Access Provider for an internal relocation of the MDS-M Service, which comprises of the relocation of an Access Provider's CPE inside the Wireless Radio Site/Core Mobile Site to another location within the same Wireless Radio Site/Core Mobile Site. The Access Provider shall charge a once off charge in accordance with Schedule 3 – (Pricing) of the Reference Offer for the internal relocation of the existing MDS-M Service.
- 2.6.4 The Access Seeker shall send the request to the Access Provider for the External Relocation of the MDS-M service, which will follow the same SLA as new connection.
- 2.6.5 The Access Seeker shall not be liable for any termination or additional recurring charges in respect of a request for Managed MDS Amended Service which is for a relocation. The Access Provider shall charge a once off charge in accordance with Schedule 3 - (Pricing) of the Reference Offer for the relocation unless the Access Seeker requires both Connections to be operational in parallel. The Access Provider shall not terminate the Connection which is subject to relocation until the Service Commencement Date of the new Connection.
- 2.6.6 The Access Seeker shall be entitled to amend a Managed MDS Service by requesting MDS-M Amended Service where this is an Upgrade by providing an Upgrade Request to the Access Provider. The Access Seeker shall only be entitled to Downgrade the throughput of a Connection till the Minimum Service Period has expired. Where the Access Seeker requests a MDS-M Amended Service, then the Service order procedure set out in this Service Description shall apply to that request. Where the Access Seeker requests Managed MDS Amended Service that requires any new Network resources and/or facilities then a new Minimum Service Period shall commence and the Access Provider shall provide a MDS-M Amended Service for the new Service Period.
- 2.6.7 The Access Provider will provide an RFS date with regard to an external relocation that is not within the Forecasted Orders and where the new intended address is not covered by Service Access Resources. For the avoidance of doubt, the SLAs in Schedule 7 will not apply to these Service Orders.
- 2.6.8 For any service upgrade that is not within the Access Seeker's forecasted Service Orders, the SLAs denoted in Schedule 7 will not apply, and the Access Provider shall provide an RFS date based on network capacity availability.

2.7 Exceptions

- 2.7.1 The Access Provider shall, subject to the exceptions, limitations and conditions specified in the Service Description and/or Supply Terms, provision and deliver the MDS-M Service on or before the RFS Date and in accordance with Schedule 7 - (Service Levels) of the Reference Offer.
- 2.7.2 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.

2.7.3 The Access Provider shall not be obliged to further process a Service Order where:

- (a) the relevant MDS-M 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.

2.8 Notification of Completion of Order

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

2.9 Termination to Confirmation

2.9.1 Where the Minimum Service Period has not expired, the Access Seeker shall be entitled to terminate the MDS-A 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.

2.9.2 Formula for calculating liquidated damages:

$$LD = MRC \times (24 - M)$$

where:

LD = liquidated damages to be paid.

MRC = Monthly Recurring Charge for the MDS-M Service.

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

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

2.9.4 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.

2.9.5 Unless the Access Provider and Access Seeker agree otherwise at the time, any withdrawal or variation of the MDS-M Service, or any amendment to the Charges payable for the MDS-M Service in accordance with this Service Description and Schedule 3 – (Pricing) of the Reference Offer, shall also apply to existing MDS-M Services provided under the Supply Terms, which

shall continue in force in accordance with its terms and conditions until renewed or terminated in accordance with this Service Description or the Supply Terms

3 *Fault Handling and Resolution*

3.1 *Faults*

- 3.1.1 The Access Provider's responsibility for faults in the MDS-M Service is limited to the following: Any faults that affect the MDS-M related to Access Provider's service where such fault is not caused by Access Seekers Network, Systems, Equipment.
- 3.1.2 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.
- 3.1.3 Pursuant to paragraph 3.1.2 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.
- 3.1.4 When the Access Seeker has met the conditions set out in paragraph 3.1.3 above, it must report any fault that the Access Provider falls under the Access Provider's responsibility, as set out in paragraph 3.1.1 above, to the Access Provider and provide reasonable information regarding the fault by raised a Customer Problem ticket.
- 3.1.5 If the fault is found to be outside of the Access Provider's responsibility, as set out in paragraph 3.1.1 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.

3.2 *Fault Resolution*

- 3.2.1 The Access Seeker will arrange a site visit that is reasonably required by the Access Provider to clarify the nature of, or undertake work to fix, any Reported Fault.
- 3.2.2 Upon the Access Provider' acknowledgement of a Reported Fault that is the Access Provider' responsibility, the 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.

3.3 Reporting Faults to the Access Provider

- 3.3.1 The Access Provider has two automated channels which allows the Access Seeker to create customer trouble tickets:
- (a) UI
 - (b) API Integration
- 3.3.2 The two channels allow Access Seekers to:
- (a) create a new Service Assurance Ticket;
 - (b) retrieve status and updates on a trouble ticket; and
 - (c) Receive ticket resolution and closure updated along with root cause.
- 3.3.3 Faults can be logged 24 hours a day, seven days a week.
- 3.3.4 The Access Seeker must use the Access Provider UI or API Integration for reporting all faults regarding the MDS-M 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.
- 3.3.5 Where the Access Provider advises the Access Seeker that UI /API is unavailable, the Access Seeker must submit fault reports to the Access Provider by calling the Access Provider. The Access Provider will use all reasonable endeavors to advise Access Seekers immediately upon becoming aware that the UI /API is unavailable.
- 3.3.6 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) fault type and description;
 - (d) time the fault occurred;
 - (e) address and contact details for the site of the fault (where appropriate); and
 - (f) any other relevant information.
- 3.3.7 If any of the above information set out from (a) to (f) in paragraph 3.3.6 above is not provided, the Service Levels in the Schedule 7 of the Access Provider Reference Offer will not apply.

3.4 Fault Report Acknowledgement

- 3.4.1 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.

3.5 Fault Tracking

- 3.5.1 All faults will be logged in UI /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.
- 3.5.2 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.

3.6 Access Seeker Site Premises Visit

- 3.6.1 If the Access Provider identifies the need to send a field engineer to the Access Seeker site, the Access Provider will update Access Seeker trouble ticket in UI/API integration.
- 3.6.2 The Access Seeker's is responsible for coordinating site access, visit appointment and any required outage window with any relevant landlord.
- 3.6.3 In case the Access Seeker does not 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.

3.7 Fault Types

- 3.7.1 If the issue can be fixed remotely, the Access Provider will fix the issue and the Service Assurance Ticket will be updated accordingly.
- 3.7.2 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.
- 3.7.3 Access Seeker representatives to be available at the time of the visit to verify and accept the resolution.

3.8 Fault Closure

- 3.8.1 Once the fault has been resolved, the Access Provider will notify the Access Seeker via UI/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.

3.9 Emergency and Core Network Faults

- 3.9.1 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.

4 Complaints

- 4.1 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.
 - 4.1.1 Access Seekers can reach their designated account manager to report any complaint related to non-technical issues.

4.2 The Access Provider Network, the Access Provider Owned Equipment and Property.

4.2.1 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.

4.3 Access Seeker Responsibility towards the Access Provider Owned Equipment

4.3.1 At the time any of the Access Provider Owned Equipment is supplied, the Access Provider will use all reasonable endeavors to make sure it is safe, durable and approved for connection to the rest of the Access Provider' Network.

4.3.2 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.

4.3.3 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 Access Provider Owned Equipment to the Access Provider and be responsible for any damage to 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.

5 Planned Outages and Maintenance

5.1 General Obligations

- 5.1.1 The Access Provider may suspend any MDS-M in order to carry out Planned or Emergency Maintenance.
- 5.1.2 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.
- 5.1.3 The Access Provider shall give ten (10) Working Days' notice of each Planned Maintenance activity affecting a particular MDS-M Service or group of MDS-M Services. This shall include the circuits affected, the date and time of the suspension and the likely duration of the suspension.
- 5.1.4 The Access Provider shall give three (3) Days' notice of each Emergency Maintenance activity affecting a particular MDS-M Service or group of MDS-M Services. This shall include the circuits affected, the date and time of the suspension and the likely duration of the suspension.
- 5.1.5 In cases of Emergency Maintenance, the Access Provider shall advise the Access Seeker within five (5) hours after service is restored with a report of the cause of the Fault.
- 5.1.6 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.

5.2 Types of maintenance and support services

- 5.2.1 The Access Provider shall provide Network maintenance and support services, such as CPE replacement and Service Access Resources patch cord replacement, in accordance with the Service Levels set out in Schedule 7 - (Service Levels) of the Reference Offer. In the event that such replacement is required 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.