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.

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 information protection.

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, the enhanced Telecom Operations Map ("eTOM"). for placement of Service Order(s) and Service Request(s).
b. 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.
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. 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:

(i) The system integration has been completed;
(ii) The Access Seeker has portal access and credentials;
(iii) Network aggregation is implemented and tested;
(iv) A billing test on the relevant Service is confirmed; and
(v) Service provisioning of for the relevant Service is confirmed.

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

2 Fulfillment

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.

2.1.3 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.

2.2 WBS Address & Service 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 a tool 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 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.

2.2.3 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.

2.2.4 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.

2.3 WBS Service Request

2.3.1 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.

2.4 Service Requests

2.4.1 If the Access Seeker opts for any of the options set out in clause 7 above, this shall be considered as a Service Request.

2.4.2 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.

2.4.3 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.

2.4.4 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.

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

2.4.6 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

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

2.4.8 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.

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

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

2.4.11 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).

2.4.12 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.

2.4.13 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.

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

2.4.15 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.

2.4.16 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.

2.4.17 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.

2.4.18 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 Portal.

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

2.5.3 Service Orders will only be processed during the Access Provider's Working Hours.

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

2.5.5 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.

2.5.6 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.

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

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

2.5.9 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.

2.5.10 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.

2.5.11 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.

2.5.12 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.

2.5.13 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.

2.5.14 For the scenarios set out in paragraph 2.5.13 and 2.5.13 (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.

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

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

2.5.17 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.

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.

2.5.19 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.

2.6 *Request to Change*

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 Access Provider shall respond to the WBS Change Request in accordance with the process detailed for Service Orders at 2.5.9 where applicable.

2.6.5 The SLAs for different WBS Change Requests are specified in Schedule 7 of the Reference Offer.

2.6.6 In addition to the rejection reasons set out at paragraph 2.5.6 the Access Provider may also reject a WBS Change Request if it is not submitted in accordance with paragraph 2.6.3

2.6.7 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:

a. External Relocation
b. Internal Relocation
c. Upgrade
d. Downgrade

2.6.8 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.

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

2.7 *Exceptions*

2.7.1 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.

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 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.

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.

2.8.2 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.

3 *Fault Handling and Resolution*

3.1 *Faults*

3.1.1 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.

3.1.2 The Access Seeker is responsible for any fault 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.

3.1.3 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.

3.1.4 Pursuant to paragraph 0 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.

3.1.5 When the Access Seeker has met the conditions set out in paragraph 0 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.

3.1.6 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 charges the Access Seeker on a time and materials basis.

3.1.7 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.

3.2 Fault Resolution

3.2.1 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.

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. Portal
b. API Integration

3.3.2 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.

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 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.

3.3.5 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.

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. 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.

3.3.7 If any of the above information set out from (a) to (h) 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 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.

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 End-User Premises Visit

3.6.1 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.

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

3.6.3 In case end-user 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 customer trouble tickets 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 representative to be available at the time of the end-user visit to verify and accept the resolution of the end-user fault.

3.8 Fault Closure

3.8.1 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.

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 none-technical issues.

4.1.2 Access Seeker can raise their complaints through the portal and/or API integration

4.1.3 The Relationship Manager will acknowledge the receipt of the complaint within 2 working days.

4.1.4 A response to the complaint will be provided to the Access Seeker within 5 working days.

4.1.5 In case the Access Seeker finds the provided solution is not satisfactory, the complaint can be escalated to Head of relationship manager.

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 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.

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 WBS 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 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.

5.1.4 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.

5.1.5 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 and be carried in accordance with Schedule 7 of the Access Provider's Reference Offer.

5.2 Types of maintenance and support services

5.2.1 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.

5.2.2 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.

5.2.3 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.