

## **Wholesale Data Connection (WDC) Service Operations Manual**

This document describes the onboarding, provisioning, fulfilment and fault handling process for the Wholesale Data Connection 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 6.2.

### **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 WDC 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 WDC 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 Where the Access Seeker intends to procure the Service to connect an End User Premises, the Access Seeker shall provide the Access Provider with a valid End User identification (e.g CR for an enterprise registered with MOIC).

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 The Access Seeker can issue a pre-order feasibility Service Request, which must contain the Service/product order details

along with the requesting address.

2.4.14 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. committed bandwidth). These must be included in accordance with the mandatory fields in the Access Provider's Portal/API integration.

2.4.15 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.

2.4.16 Service Orders raised subsequent to Service Requests should refer the relevant pre-order feasibility Service Request(s).

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 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.

2.4.18 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:

- a. Service Orders will only be processed during the Access Provider's Working Hours.
- b. The Access Provider will acknowledge receipt of the Service Order within fifteen (15) minutes of receipt of the Service Order
- c. For Service Orders submitted outside of Working Hours, the Access Provider shall acknowledge the Service Request within fifteen (15) minutes following the start of the first Working Hour after receipt of the Service Order.

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 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.

2.5.4 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 one (1) 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 WDC 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 2 working days for service installation once RFS date is notified to Access Seeker. If the Access Provider's technician shall be present at the End User Premises to install a WDC Service, and if, for any reason, the Access Seeker and/or the End User cannot be available on the Expected RFS Date for such installation, the Access Seeker shall give the Access Provider a minimum written notice of two (2) 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 two (2) Working Day notice from the day of the missed appointment.
  - b. The previously notified Expected RFS Date is also modified and is set apart from the revised Expected RFS Date by the Maximum Validation Time of three (3) Working Days. The revised Maximum RFS Date is then set equal to the revised Expected RFS Date.
  - c. 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 two (2) 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 WDC 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 WDC 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 The Access Provider's technician shall attend and access the Access Seeker's site or the End User Premises during Working Hours and at least have called the Access Seeker's representative, if it appears that the Access Seeker's technician is not present at the relevant time (and where requested provide evidence of this). The Access Seeker shall, in this case, be liable to pay only the incurred man-day costs of the Access Provider technician.
- 2.5.11 In addition, if the Access Provider does not provide the Access Seeker with a written notice of a minimum of two (2) Working Days to rearrange a site visit under paragraph 2.5.10 above, then the Access Provider is liable to waive an amount equal to one installation and configuration charge for the WDC Service.
- 2.5.12 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 WDC Service either within the standard timescales or by the Exceptional Delivery Date as appropriate.
- 2.5.13 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. Such instances shall be determined on an ad-hoc basis and include, but are not limited to, the following examples.

			<b>Further details</b>
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1	Business building or enterprise customer Premises	Deploying a new Service Access Resources cable (In addition, construction of new ducts and other underground infrastructure may be required in some sections).	<p>The Access Provider shall recover the costs incurred in building the portion of Service Access Resources which corresponds to the path from the building to the nearest street/road where an existing duct is available.</p> <p>Additional underground infrastructure (e.g. handhole or manhole) built on the main duct path in the street/road and used to connect to the building are deemed excluded from the recoverable costs as long as they fall within fair and reasonable amounts and will be recovered through the MRC</p> <p>In cases where the portion of civil works per Service Access Resources is found to be exceeding the fair and reasonable boundaries, excess construction charges shall be applied on a time and material basis as defined in Schedule 3 (Pricing) of the Reference Offer subject to agreement between BNET and the LOs Payment by the Access Seeker should be made against the Access Provider's submission of an itemized invoice and a map detailing the work performed.</p>
2	Deployment of a Service Access Resources protection (i.e. path redundancy).	Deploying a redundant Service Access Resources path to a location (In addition, construction of a new duct lead-in, new ducts and other underground infrastructure may be required in some sections).	<p>The Access Provider shall be able to fully recover the costs incurred in deploying a new Service Access Resources protection path by charging the Access Seeker an NRC.</p> <p>Payment by the Access Seeker should be made against the Access Provider's submission of an itemized invoice and a map detailing the work performed.</p>
3	Deployment of Service Access Resources access within privately owned property.	Deployment of Service Access Resources within privately owned property (In addition to the Service Access Resources cable, construction of new ducts and other infrastructure may be required e.g. distribution panel and boxes, Service Access Resources cables in risers etc.).	<p>The Access Provider shall be able to fully recover, on a time and material basis, the costs incurred in deploying a Service Access Resources within a privately owned property by charging the Access Seeker an NRC.</p> <p>Payment by the Access Seeker should be made against the Access Provider's submission of an itemized invoice (broken down by time and materials) and, if available, a map detailing the work performed.</p>

- 2.5.14 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.
- 2.5.15 At the time of rejection, the Access Provider shall provide sufficiently detailed written reasons for rejection to the Access Seeker.
- 2.5.16 The SLAs in schedule 7 shall only be applicable to forecasted Service Orders in line with Schedule 5 (Forecasting) of the Reference Offer.
- 2.5.17 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.
- 2.5.18 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.
- 2.5.19 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.
- 2.5.20 End-User permissions & site readiness is the responsibility of Access Seeker to communicate to the Access Provider.
- 2.5.21 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***

2.5.22 For New Connections of more than fifteen (15) 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 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 WDC 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 WDC 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 In addition to the rejection reasons set out at paragraph 2.5.7 the Access Provider may also reject a WDC Change Request if it is not submitted in accordance with paragraph 2.5.14.

2.6.5 The Access Provider may, in its sole discretion, elect to accept any WDC Change Request notwithstanding that there is any defect in that WDC 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 WDC Change Request and provide the WDC Service. A WDC Change Request may comprise of any of the following:

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

2.6.6 The Access Seeker shall submit the request to Access Provider for an internal relocation of the WDC Service, which comprises of the relocation of an Access Provider's CPE inside the End User Premises/PoP to another location within the same End User Premises/PoP. 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 WDC Service.

2.6.7 The Access Seeker shall send the request to the Access Provider for the external relocation or relocation of the WDC service, which will follow the same process of SLA criteria as new connection.

2.6.8 The Access Seeker shall not be liable for any termination or additional recurring charges in respect of a request for a WDC 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.

2.6.9 The Access Seeker shall be entitled to amend a WDC Service by requesting a WDC 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 WDC Amended Service, then the Service order procedure set out in this Service Description shall apply to that request.

- 2.6.10 The Access Seeker shall not be liable for any termination or additional recurring charges in respect of a request for a WDC 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.
- 2.6.11 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.
- 2.6.12 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 this Service Description and/or Supply Terms, provision and deliver the WDC 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 WDC 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.

## **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 WDC 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:

$$LD = MRC \times (12 - M)$$

where:

LD = liquidated damages to be paid.

MRC = Monthly Recurring Charge for the WDC 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 WDC 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 Following the expiry of any Minimum Service Period the WDC Service shall be automatically renewed for successive Renewed Minimum Service Periods unless and until terminated by the Access Seeker. During the Renewed Minimum Service Period, the Access Seeker may terminate the WDC Service subject to providing the Access Provider with a written termination notice of at least one (1) month prior to the expiry of the Renewed Minimum Service Period. In the event that the Renewed Minimum Service Period expires, and the Access Seeker does not provide any written termination notice as above, the WDC Service shall renew for a further Minimum Service Period.

2.9.6 The Access Provider may upon providing three (3) months' written notice to the Access Seeker and subject to the approval of the Regulator, vary the WDC Service or withdraw the WDC Service relating to the terms and Annexes in this Service Description, by issuing a revised Service Description.

2.9.7 Unless the Access Provider and Access Seeker agree otherwise at the time, any withdrawal or variation of the WDC Service, or any amendment to the Charges payable for the WDC Service in accordance with this Service Description and Schedule 3 – (Pricing) of the Reference Offer, shall also apply to existing WDC 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 WDC Service is limited to the following:

- a. Any fault that affects the WDC 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 WDC 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 WDC 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 WDC 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 Access Seeker Site and/or 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 don't respond to the Access Provider calls to confirm appointment, the KPI will be stopped and access seeker will need to re-book appointment and inform the Access Provider with new appointment booked.

### **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 be 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 WDC 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 WDC Service or group of WDC 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 WDC Service or group of WDC 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 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.