

SCHEDULE 8 – DICTIONARY AND RULES OF INTERPRETATION AND CONSTRUCTION

PART 1 – DICTIONARY

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

Acceptable Long Term Credit Rating means a credit rating (which shall not be more than six (6) months old) from (i) either Moody's Investor Services, of "BA" or higher, or (ii) from Standard & Pools, of "BB" or higher.

Acceptance Criteria means the set of technical parameters including the Quality of Service Parameters, and test procedures, which the Service has to meet before a Service Order can be considered as completed.

Access Provider means BAHRAIN NETWORK (BNET) B.S.C (CLOSED), which is licensed by the Authority to provide the Services to Licensed Operators.

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

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

Access Seeker Customer means an End User connected to the Access Seeker's Network to whom the Access Seeker supplies end to end services utilizing the Service provided by the Access Provider as input to such services.

Actual RFS Date means the date:

- a) on which the End User or the Access Seeker, as applicable, signs the RFS Certificate, where the Service or other chargeable work or activity, is subject to acceptance or testing, or
- b) the RFS Date, where the Service is not subject to acceptance or testing.

For avoidance of doubt, refusal or a failure to sign the RFS Certificate without cause shall not delay the Actual RFS Date.

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

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

Approved Contractor means a Person who meets the relevant standards, codes of practice and/or certifications of the Access Provider for the purposes of relevant work or activity required to supply a

Service, and is recognised and/or notified by the Access Provider to the Access Seeker as such.

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

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

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

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

Billing Dispute has the meaning set out in clause 9 (Billing Disputes) of Schedule 4 (Billing).

Billing Dispute Escalation Procedure has the meaning set out in clause 10 (Billing Disputes) of Schedule 4 (Billing).

Billing Dispute Notice means a notice in writing setting out the information required under clause 10 (Billing Disputes) of Schedule 4 (Billing) of the Reference Offer.

Billing Representative means the individual or department nominated by either Party, to receive, process or issue the Invoices and communicate with the other Party in all matters related to billing.

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

Calendar Day or “**day**” means a period of 24 consecutive hours and ending at 24:00 midnight including weekends and public holidays.

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

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

Change of Control means a material change in the equity structure of a company giving rise to a change in the ability of a stakeholder to appoint the board of the company.

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

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

Confidential Information means all information or business secrets in whatever form reasonably considered to be commercially confidential (regardless of whether it has been formally designated as such) and shall include without limitation information pertaining to network coverage and/or capabilities, product development, product pricing, marketing strategy and intelligence, product launch dates, projected sales volumes, cost, payment terms, product specific forecasting, trade

secrets, ideas, concepts, know-how, knowledge, and information whether in writing or otherwise, relating to a party's People, services, Network, commercial affairs, business, customers, subscribers or End Users as exchanged between the Parties before, on or after the Agreement Effective Date but excludes information:

- (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party;
- (b) which a Party can prove by contemporaneous written documentation was already known to such Party at the time of disclosure by the Disclosing Party (other than if such knowledge arose from disclosure of confidential information in breach of an obligation of confidentiality);
- (c) which the recipient acquires from a third party entitled to disclose it; or
- (d) which was independently developed by a Party without breach of any obligation of confidentiality owed to the other Party.

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

- (a) any forecast provided to the Access Provider pursuant to Schedule 5 (Forecasting);
- (b) any Service Order submitted to and its processing by the Access Provider;
- (c) unless otherwise provided, any New Service Order submitted to the Access Provider;
- (d) any information provided to the Access Provider in the course of its review of the the Access Seeker creditworthiness or any Security requested from or provided by the Access Seeker;
- (e) any information related to any Dispute including a Billing Dispute;
- (f) any information provided to the Access Provider under the Agreement, which, in the case of written or electronic information, is clearly designated by the Licensed Operator as commercially confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as such or is by its nature as commercially confidential.

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

Confidential Customer Information has the meaning as defined in Clause 19 (Confidentiality) of Schedule 9 (Supply Terms).

Consequential Loss means:

- (a) direct loss of business, revenues, opportunity or profits; and
- (b) indirect, incidental, consequential, punitive or special damages, including economic loss such as loss of profits or expectations, business revenue, goodwill, wasted expenditure or anticipated savings, cost of replacement services, whether such costs or damages are based in contract, tort (including negligence), statute or otherwise, even if the other Party is warned or has been warned of the possibility of that loss or damage.

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

Credit Note means a credit note issued in writing by the Billing Party to the Billed Party under this Agreement as a result of a Billing Dispute as per clause 9.12 (d)(ii) of Schedule 4 (Billing) or in response to a Service Credit Claim raised by the Billed Party under this Agreement and acknowledged and agreed to by the Billing Party in writing, or in other instances envisaged by this Agreement, which stipulates a concrete amount in Bahraini Dinars owed by the Billing Party to the Billed Party.

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

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

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

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

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

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

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

Downgrade means a decrease in the speed, bandwidth, capacity or throughput of the relevant Service or Connection as further defined in the relevant Service Description and corresponding Operations Manual, and ‘Downgrade Request’ has a corresponding meaning.

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

Due Date means the date on which an Invoice is payable in accordance with Schedule 4 (Billing) of the Reference Offer, as indicated by the Access Provider on an Invoice and, where such date is not expressly mentioned, it shall be a date which is thirty (30) days from the date of receipt of the relevant Invoice.

Emergency Event means an event (which may be a Force Majeure Event) which poses an urgent threat, or has caused actual damage, to any persons or property at the Facility or to any of the Equipment at the Facility, or the operating capability of the Access Provider’s Equipment, the Access Seeker’s Equipment or third party Equipment in a material way. Such events include, but are not limited to, fire, electrical malfunction, or structural damage. It also includes an unscheduled Outage which has or is likely to have a significant impact on a Party’s Network.

Emergency Maintenance means work required in response to an Emergency Event in order to protect or restore any Equipment, the Facility, or the operating capability of Equipment.

End User means the Licensed Operator's customer, to whom the Access Seeker provides, or intends to provide, a service using the particular Service (as described in Schedule 6 (Service Descriptions)) provided by the Access Provider as an input, whether a legal or natural person. Schedule 6 (Service description) may provide further categorisation of End User(s) in relation to their eligibility for certain Service, where applicable.

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

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

End User Premises means the End User's permanent physical location in Bahrain where the Access Provider installs its ONT and/or Access Seeker the CPE. In this definition, 'permanent' means the End User's habitual place of residence or business, as applicable.

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

- (a) antennae, microwave dishes or satellite dishes of less than 2.5 meters in diameter;
- (b) associated transmission equipment, power plant (including standby power), and air conditioning plant;
- (c) associated feeders, waveguides and waveguide pressuring equipment;
- (d) cabling and cabling works;
- (e) prefabricated modules, risers or other structures housing any of the above;
- (f) cable gantries;
- (g) lines, joints/splices and such other ancillary equipment as necessary to support the use of a line which may be housed in pits or manholes where suitable space is available or as agreed between the parties;
- (h) towers, masts, poles, antennae mountings and other similar structures which bear or are capable of bearing items noted in paragraph (a) – (g);
- (i) Underground Plant; and
- (j) such other ancillary equipment as may be agreed by the Parties from time to time.

Equipment Shelter means a building or other structure constructed or installed by a Party to house Equipment.

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

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

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

Facility means a:

- (a) Duct;
- (b) fibre cable (whether partially or fully in service or not);
- (c) copper cable (whether partially or fully in service or not);
- (d) main distribution frame;
- (e) equipment room;
- (f) local exchange;
- (g) Duct chamber;
- (h) Underground Plant;
- (i) power room;
- (j) street cabinet;
- (k) riser room;
- (l) fibre patch panel

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

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

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

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

- a) details of the Make Ready Work required (including who will be responsible for undertaking each part) and the time required to perform the Make Ready Work;
- b) the estimated Charges for Make Ready Work; and
- c) the time required to access the relevant Service, after being ordered.

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

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

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

but does not include:

- 1. any event or circumstance that arises as a result of any lack of funds or any other inability to

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

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

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

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

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

Intellectual Property Rights means all rights conferred under statute, common law and equity in and in respect of intellectual property rights, including trade marks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets, whether registered or not, and all rights and interests in them whether vested or contingent or licenses to use any of them.

Invoice means a bill or invoice issued by the Billing Party to the Billed Party for Services or other chargeable activities under this Agreement, as further described in Schedule 4 (Billing).

Kingdom means Kingdom of Bahrain.

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

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

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

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

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

- (a) structural analysis;
- (b) strengthening, modifying or augmenting a Tower necessarily and proportionally required to condition the Tower to bear the wind and weight loading directly added by the Access Seeker's Equipment;
- (c) constructing, installing or modifying head frames, cable risers, cable trays and other Tower

- fittings required to house the Equipment of the parties on the Tower;
- (d) where the Tower is a replacement Tower, removing the Tower if required;
- (e) constructing a New Facility or replacement Tower, including all design, approval and construction work and the doing of relevant things lawfully required by the Regulator;
- (f) rearranging Equipment;
- (g) the provision of temporary facilities to accommodate Equipment;
- (h) making alterations to ducts;
- (i) providing ducts, installing subducts and manhole breakouts, clearing roots or silt and repair work;
- (j) installing or extending cable trays or other works to house the Access Seeker's lines, cables and/or any Equipment; and
- (k) any other matters specified by the parties from time to time.

Material Breach means a breach of the Access Seeker's obligations under this Agreement, including without limitation a failure by the Access Seeker to pay any amount of an Invoice (other than subject to a Billing Dispute) by the Due Date, which in itself, or when combined with other breach of the Access Seeker's obligations under the Agreement, represents a serious violation of the terms of a contract, which if the Access Provider would have known before entering into the contract, would likely prevent or dissuade it from concluding such contract, or is reasonably considered as causing serious harm to the Access Provider.

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

Maximum Delivery Time means the maximum time within which the Access Provider shall set the Expected RFS Date in the notice of Expected RFT and RFS Dates. The Maximum Delivery Time may differ according to the type of Service Order and/or the availability of access lines or access ducts. The Maximum Delivery Time starts at Accepted Service Order.

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

Migration Request means, subject to further specifications in Schedule 6 (Service Description) a Service Order for changing the End User address of an existing Connection which may require disconnection and reconnection of the Connection end point. A "hot migration" happens when the Connection is not disrupted and a "cold migration" when the Connection can be disrupted.

Minimum Service Period has a meaning given to it in each applicable Service Description (Schedule 6), if and where applicable.

Mobile Network means:

- (a) a GSM Network; or
- (b) a mobile telephone network used and accessible by the public provider of switching and transmission facilities using digital technologies as defined in a globally accepted standard which the Licensed Operator is permitted to use by its License.

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

Network means a public telecommunications network or system of a party, which is used or intended to be used for telecommunications services supplied under the party's License.

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

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

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

New Service means (i) a completely new Service relating to access to the Access Provider's Network or (ii) any enhancement, alteration, modification or other change to an existing Service, its terms and conditions, technical parameters, features or functionalities or bandwidth including introducing any new pricing terms or service levels, or the underlying systems or processes that is not currently expressly provided for or able to be provided under the terms of the Reference Offer.

New Service Order means a request for a New Service submitted by a Party in accordance with the provisions of Annex 1 to the Main Body (Schedule 1) of the Reference Offer.

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

Non-recurring Charge (NRC) means one-time charges for the installation, delivery, activation or other one-time activity or work in relation to a Service and may include situations where additional infrastructure is required to provide new or extended service at End User's Premises, or at another location where the Access Provider would otherwise not choose to extend its network.

Notification means a written communication sent by any means as described in Schedule 9 (Supply Terms).

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

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

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

People means directors, officers, employees, agents, contractors, advisors and representatives other than that Party's customers who act as end users of services provided by means of the Services.

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

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

Public Internet Protocols means the following:

- (a) Hyper Text Transfer Protocol (HTTP);
- (b) File Transfer Protocol (FTP);
- (c) Simple Message Transfer Protocol (SMTP);
- (d) Secure HTTP; and
- (e) such other Internet protocols as the parties may agree from time to time.

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

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

RFS Certificate means an acceptance form signed by either the End-User or the Access Seeker, as applicable, confirming that:

- (a) the Service has been provisioned and tested by the Access Provider;
- (b) the Service is properly registered in the Access Provider's systems;
- (c) the Service has been validated by the Access Seeker (or deemed to have been validated by the Access Seeker) or the End User, as applicable; and
- (d) the Service is Ready for Service and the Access Seeker will be invoiced accordingly.

Ready for Service Date or '**RFS Date**' means the date on which the Access Provider completes the delivery, installation or activation of the Service or any chargeable work or activity under the Agreement, as applicable, in accordance with Schedule 7 (Service Levels).

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

Regulatory Event means:

- (a) an amendment of or change in any applicable law;
- (b) the grant of an injunction against a Party in respect of a breach or alleged contravention of the applicable law; or
- (c) any change in the applicable telecommunication regulatory framework in the Kingdom of Bahrain pertaining to any regulatory instruments issued by the Authority or any Decision by the Authority;
- (d) the making of a determination or direction by, or an omission of, a competent authority.

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

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

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

Security (or **Financial Security**) means any security reasonably required by the Access Provider in accordance with the Agreement. The form of security may include a bank guarantee, a letter of credit, security over a bank deposit or a parent company guarantee, provided that the form of security selected is acceptable to the Access Provider, such acceptance not to be unreasonably withheld or delayed.

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

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

Service Credit Claim means a claim by the Access Seeker in writing for application of a Service Level Penalty expressed in Service Credit(s) that is based on the Access Provider's non-compliance with a particular Service Level as described in Schedule 7 (Service Levels), and which is accompanied by reasonable supporting evidence of such non-compliance, as raised to the Access Provider within the timelines stipulated in this Agreement.

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

Service Level or 'SLA' means the set of parameters defining the minimum performance expected from the Access Provider in the Service Order processing, delivery and maintenance including fault repair, of the relevant Service, as further specified in a specific Service Level Term, as stipulated in Schedule 7 (Service Level).

Service Level Penalty/ies means the set of defined penalties expressed in Service Credits which are payable by the Access Provider for not having met the relevant Service Level.

Service Level Terms means the set of terms and conditions describing the application of a Service Level to a particular activity by the Access Provider, as set out in Schedule 7 (Service Levels) of the Reference Offer.

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

- i. line loss;
- ii. infrastructure availability;
- iii. interference.

Service Order means a formal request for a Service made by an Access Seeker as outlined in

Schedule 2 and defined in more detail in the relevant Operations Manual.

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

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

Service Order Form means the standard format (including digital format) used by an Access Seeker to request a Service as required under Schedule 2 (Notification and Acceptance of Service Order) or Schedule 7 (Service Levels) of the Reference Offer.

Service Order Acceptance means acceptance of a Service Order placed by the Access Seeker by the Access Provider as set out in Schedule 2 (Notification and Acceptance of Service Order) or Schedule 7 (Service Levels) of the Reference Offer.

Service Request means a request made by the Access Seeker but not a Service Order to: (i) check whether the address is currently served by BNET's infrastructure and/or (ii) confirm whether BNET can provision the infrastructure to the address on a time and materials basis (i.e., provide cost assessment).

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

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

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

Suspension Event means:

- (a) the Access Seeker has failed to pay undisputed monies owing under the Agreement; or
- (b) the Access Seeker breaches any other material obligation under the Supply Terms.

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

Term means the term of the Agreement, which starts on the Agreement Effective Date, and continues until terminated in accordance with the provisions of the Agreement.

Tower means the towers, poles, masts or similar structures and facilities used in the supply of a telecommunications service by means of radiocommunications or any other means and owned, maintained or operated by the Access Provider or the Access Seeker as appropriate.

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

Underground Plant means:

- (a) duct systems containing one or more ducts or subducts and includes associated building entry tunnels, manholes, exchange cable chambers and joining pits; and
- (b) tunnel systems.

Upgrade means upgrading the speed, bandwidth, capacity or throughput of an existing Service or Connection as further defined in the relevant Service Description and corresponding Operations Manual, and 'Upgrade Request' has a corresponding meaning.

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

Working Day means any day other than (i) Friday, (ii) Saturday or (iii) any other day to be officially determined as a non-working day or (iv) public holiday in the Kingdom of Bahrain.

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

PART 2 – RULES OF INTERPRETATION AND CONSTRUCTION

Interpretation

Unless otherwise specified:

- (a) singular includes the plural and vice versa;
- (b) different grammatical forms of the same word have the corresponding meaning;
- (c) words of inclusion are not words of limitation;
- (d) the expression “person” includes a reference to a person, firm, corporation or other legal entity;
- (e) references to either party shall include its legitimate successors or assigns;
- (f) a reference to a part, Schedule, Clause, annexure or attachment is a reference to a part, schedule, clause, annexure or attachment forming part of the Reference Offer or the Agreement between the Access Provider and an Access Seeker, as the case may be;
- (g) headings are used for convenience only and do not affect interpretation.