



**REFERENCE INTERCONNECTION OFFER FOR VOICE  
CALLS TERMINATION TO THE ZAIN NUMBER RANGES OF  
ZAIN SYSTEM**

**JORDAN MOBILE TELEPHONE SERVICES COMPANY**

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## **I. GENERAL**

### **1. INTRODUCTION**

- 1.1 Under the terms of Zain's License Agreement and the provisions of Article 29(e) of the Telecommunication Law, Zain is required to offer (Interconnection National voice calls termination to the zain mobile and geographic number ranges of zain system and International voice calls termination to the zain mobile and geographic number ranges of zain system) services to other Operators.
- 1.2 Zain hereby offers to interconnect the Zain Public Cellular Network with the Operator's System under the terms and conditions set out in this RIO together with associated documentation as amended from time to time and approved by the TRC.
- 1.3 This RIO takes effect from the date of approval by the TRC and shall continue in effect until superseded by a revised Reference Interconnection Offer. However, should the TRC withdraws the designation of Zain; this RIO shall become null and void.
- 1.4 Zain shall update this RIO periodically to reflect changes in the telecommunications sector, including but not limited to, the introduction of new services and the use of new technology. All updates are subject to consultation with and approval by the TRC., TRC shall be deemed to have approved any such update thirty days after it is filed unless it gives written notice of disapproval to Zain prior to the expiry of that thirty-day period.
- 1.5 The prices and conditions for Interconnection contained in this RIO are applicable for the period from the date of approval by the TRC of this RIO, until reviewed by Zain as stipulated in this RIO.
- 1.6 Services supplied by the Operator to Zain for Interconnection purposes shall be included in the Agreement between Zain and that Operator.
- 1.7 Zain is not responsible for the content of the communications conveyed through its Interconnection Services.
- 1.8 Zain and the Operator shall treat each other in a fair and non-discriminatory manner in all aspects of interconnection.
- 1.9 Nothing in this Offer shall oblige the Parties to develop or implement interconnection solutions which are not technically feasible, financially feasible or operationally impractical.
- 1.10 Nothing in this RIO shall prevent either Party from entering into similar agreements with other parties.
- 1.11 This RIO replaces any previous RIO's issued by Zain.

## 2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In this Offer, except if the context requires otherwise, any capitalized words and expressions are as defined in Annex (E).
- 2.2 The following documents are called up by the Agreement and shall be prepared and kept up to date by the Parties:
1. Network Plan.
  2. Service Plan.
  3. Technical Solution for providing Interconnection (if applicable).
- a. The charges applicable for the services provided under this Offer are contained in the Zain Interconnection Services Price List and the Operator's Price List, when applicable.
- 2.3. In the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this Offer, the following order of precedence shall apply :
- a) The Telecommunications Law.
  - b) The Interconnection Instructions.
  - c) The License.

## II. INTERCONNECTION SERVICES TO BE PROVIDED

### 3. INTERCONNECTION & STANDARDS

- 3.1. The Parties shall connect and keep connected their Systems by establishing Points of Interconnection between specified Interconnect Nodes in their Systems.
- 3.2 Interconnection shall be achieved by establishing 2Mbit/s, or multiples of 2Mbit/s Interconnect Paths linking the specified Interconnect Nodes by using a Transmission Interconnect Link (to provide transport) and Capacity Ports to provide network access at the Interconnect Node.
- 3.3 The location of the Point(s) of Interconnection, shall determine the physical boundary between the two Systems,. Customer Sited Interconnect (CSI) shall be used to provide a 2Mbit/s Interconnect Path, or a number of 2Mbit/s Interconnect Paths:
- 3.4 Interconnection covered under the terms of this Offer is only available using signalling known as Signalling System No 7 and using 2Mbit/s Interconnect Paths for conveying Calls and in specified cases Signalling Links, and is subject to the terms and conditions in Annex (A). Calls carry information content within the voice band across the Interconnection as Interconnection Services, each type of Call being specified as a unique Interconnection Service contained within the Schedules in Annex (D) of this Offer.



- 3.5 The conditions for initial establishment of Interconnection, adding of additional 2Mbit/s Interconnect Paths and maintenance and operation of an installed Interconnection are detailed in Annex (A).
- 3.6 The Interconnect Nodes in the Zain System available for access to the Zain Network are covered in Annex (A).
- 3.7 Each Party shall comply with the Specifications in Annex (B) in so far as they apply to the provision of Interconnection Services pursuant to this Offer.
- 3.8 In the practical implementation of the Specifications in Annex (B) relating to the interconnection of the Zain System and the Operator System the Parties shall apply standards and operating guidelines which in the first instance have due regard to the following in the order of precedence specified below:
  - 3.8.1 any recommendations by ETSI; and
  - 3.8.2 any recommendations by ITU-T; and
  - 3.8.3 the GSM memorandum of understanding
- 3.9 If Zain and the Operator reach an agreement on the terms and conditions of Interconnection, the proposed Agreement shall be submitted to the TRC by Zain. Implementation of the Network Plan shall not commence prior to approval of the TRC being provided in writing unless implementation of the Network Plan is agreed in writing by Zain and the Operator or after 30 days has passed after submission for approval to the TRC if no comments are provided by the TRC to Zain and the Operator.
- 3.10 All Interconnection Agreements between Zain and any other Operator shall be filed for approval with the TRC. Zain shall not give effect to any such Agreement until it has been approved by the TRC. The TRC shall be deemed to have approved any such Agreement thirty (30) days after it is filed unless it gives written notice of disapproval to Zain prior to the expiry of that thirty (30) days period.
- 3.11 For the avoidance of doubt, and notwithstanding the interconnection for the parties' networks, neither party shall hand over to the other party, nor has an obligation to convey, Telephone calls or other traffic of any category, unless the other party has agreed to provide the relevant service under the Agreement.

#### 4. SCOPE

- 4.1 The Parties shall convey Calls and provide the Interconnection Services pursuant to the Schedules in Annex (D) of this Offer.
- 4.2 The Interconnection Service that Zain provides under this RIO are:
  - i. National Voice Calls Termination To The Zain Mobile Number Ranges Of Zain System
  - ii. Voice Calls Termination To The Zain Geographic Number Ranges Of Zain System
  - iii. International Voice Calls Termination To The Zain Number Ranges Of Zain System



- 4.3 Neither Party shall hand-over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Schedule in Annex (D) of this Offer.
- 4.4 Neither Party shall be obliged to provide or be entitled to access Ancillary Services unless there is express provision for the particular Ancillary Service in a Schedule

## **5. ZAIN SERVICES**

- 5.1 The Operator shall have through interconnection, access to all Zain Interconnection Services as specified in Annex (D) and shall pay the charges specified in the Zain Interconnection Services Price List as amended from time to time and approved by the TRC.
- 5.2 The effective date of any changes to the Zain interconnection services price list and the notice provided to by Zain for such changes shall be subject to determination by TRC. Changes to any other charges as the Parties may from time to time agree, as a result of any new services pursuant to paragraph (14.7), will be made to the Zain Interconnection Services Price List as amended from time to time and approved by TRC, and implemented by Agreement. Such proposals will be negotiated in good faith and if the Parties fail to agree within one (1) month it will be treated as a Dispute in accordance with paragraph (31).



## 6. OPERATOR'S SERVICES

- 6.1 Zain shall provide access from its customers and the Operator shall provide Zain access to the Operator's Services specified in Annex (D). Zain shall charge/pay the Operator the charges specified in the Zain Interconnection Services Price List and the Operator Price List, when applicable, as modified from time to time and approved by TRC.
- 6.2 The effective date of any changes to the Operator interconnection services price list and the notice provided to by The Operator for such changes shall be subject to determination by TRC. Changes to any other charges as the Parties may from time to time agree, as a result of any new services pursuant to paragraph (11.7), will be made to the Zain Interconnection Services Price List and Operator price List (when applicable) and implemented by Agreement. Such proposals will be negotiated in good faith and if the Parties fail to agree within one (1) month it will be treated as a Dispute in accordance with paragraph (31).

## 7. QUALITY OF SERVICE, SERVICE LEVEL AGREEMENT & ACCOUNT MANAGEMENT

- 7.1 Each Party undertakes that the quality of the services that it provides to the other Party pursuant to this Offer shall comply with the quality standards in ETSI and/or the ITU.
- 7.2 Each Party shall provide to the other Party the same level of quality of service provided to its own customers for its own operations.
- 7.3 The Parties shall conduct joint quality monitoring as defined in Annex (A). All operational conditions for established Interconnection including fault reporting are defined in Annex (A) and operational procedures given in the Operations & Maintenance Manual.
- 7.4 If the quality of service provided by one of the Parties fails to meet the quality of service standards stated in the Service Level Agreement in Appendix (1) of Annex (A), the other Party may request in writing that action is taken to restore the service quality. If after the lapse of one (1) month from the date of the request no improvement has been made, the other Party may register a Dispute as stipulated in Article (31) of this Offer.
- 7.5 The performance of the supply of Interconnection Services and operational performance of fault repair is covered in a Service Level Agreement in Annex (A) – Appendix (1), which includes conditions for compensation where the service level on specified services does not meet the targets stated in the Service Level Agreement.
- 7.6 Each Party shall assign a nominated person, the Commercial Account Manager for managing all aspects of the interconnection relationship between the Operator and Zain. All commercial and contractual matters should be addressed through that one contact. Meetings requested by either Party on commercial or contractual matters shall be held within five (5) Working Days.
- 7.7 Each Party shall also assign a Technical Account Manager to manage all technical aspects of the interconnection.



- 7.8 The contact details of the Commercial and Technical Account Managers shall be provided in the Service Plan associated with this Offer and kept up to date. The Service Plan shall also contain all other relevant contacts associated with Interconnection from both Parties including all operations and maintenance contacts and escalation chain for Disputes.
- 7.9 The Parties agree to establish a Joint Technical Committee consisting of equal representatives including technical and commercial staff of each Party who shall meet to discuss technical matters relating to this Offer as specified in Annex (A), this committee may be amended from time to time by mutual agreement as appropriate.

**8. NUMBERING & CLI ((( (HERE-----))))**

- 8.1 Each Party shall use numbers which comply with the National Numbering Plan as defined by the TRC.
- 8.2 Zain shall provide the Operator with all information about Number Ranges used in its System.
- 8.3 The Operator shall provide information on all number ranges it wishes Zain to build in its System.
- 8.4 The Parties acknowledge that they will have to meet any requirements with regard to numbering which may be imposed by law or regulation.
- 8.5 The Parties agree to exchange CLI generated within their Systems and to pass on CLI received from a Third Party or an Authorized International System. CLI will be passed for presentation purposes, the presentation shall comply with all the requirements of any relevant guidelines and with paragraphs (8.6 – 8.9) below.
- 8.6 If CLI is conveyed by a Party, the other Party shall convey CLI through its System provided that both Systems have such a capability.
- 8.7 A Party whose System receives CLI pursuant to paragraph (8.6) shall only use the CLI for the following purposes:
  - 8.7.1 routing Calls; and
  - 8.7.2 compilation of (a) inter Party bills, and (b) Customer bills subject to such CLI not being disclosed on the Customer bill;
  - 8.7.3 agreed administrative use in accordance with accepted industry practice from time to time which includes, call trace, malicious call identification, compilation of statistics relating to call origin and fraud prevention and detection; and
  - 8.7.4 display to Customers (CLIP – Calling Line Identification Presentation) subject to compliance with any code of practice concerning CLI, provided that CLIR (Calling Line Identification Restriction) has not been set for the Call.



- 8.8 A Party conveying Calls handed over from a Third Party System or an Authorised International System shall convey, to the extent provided, the CLI associated with those Calls.
- 8.9 Notwithstanding other provisions of this Offer a Party may use CLI to pass telephone numbers to Emergency Organisations.
- 8.10 The cost of generating and conveying CLI is included in the relevant conveyance rates for Calls. Neither Party shall apply additional charges for CLI.

## 9. CHARGES AND PAYMENTS

- 9.1 Charges for Interconnection Services provided by the Parties shall be stated in the Zain Interconnection Services Price List and the Operator Price List as the case may be as approved and amended by TRC from time to time. All charges are expressed in Jordanian Dinars (JDs) or Fils.
- 9.2 Each Party shall pay the charges calculated in accordance with and within the time specified in the Agreement . No charges shall be payable under the Agreement by one Party to the other unless such charges are specifically referred to in the Agreement .
- 9.3 The charges in the Interconnection Service Price List are exclusive of government taxes (which nevertheless shall be payable by the billed Party) unless such charges are stated expressly to be inclusive of government taxes.
- 9.4 Invoices are due and payable in Jordanian Dinar (JD) on the Due Date, which is thirty (30) Days from date of dispatch of the invoice. Relevant taxes shall be added, where applicable, to all or any part of the charges in preparing invoices. Legal interest shall apply for the delay in payment in the due date. Payment shall be made by either cheque or electronic transfer in accordance with Annex (C).
- 9.6 The chargeable time for each voice Call shall be the Chargeable Call Duration in seconds in accordance with ITU standards.
- 9.7 Charges shall only be payable for successful Calls where the Call is answered and an answer signal is sent in the backward direction. For the avoidance of doubt Calls which reach tones for busy, number not obtainable or recorded announcements injected by the Network are treated as unsuccessful Calls. Calls to voice mail systems, call centres or Calls diverted or forwarded to another end user number either nationally or internationally, which are answered, are successful Calls.
- 9.8 The Parties agree to use reasonable endeavors to detect and identify any artificial inflation of traffic caused by suspected fraudulent actions or abuse of third parties and to share such information with a view to co-operation on measures to prevent such action occurring in the Parties' Systems.



## 10. BILLING

- 10.1 The responsibility for measuring traffic, measured to the nearest second, and volumes shall reside with the Billing Party responsible for the relevant Interconnect Service.
- 10.2 Both Parties shall ensure that its records measurements of traffic volumes in sufficient detail to meet its obligations as outlined in the Schedules attached hereto.
- 10.3 The terms and conditions associated with billing, including billing reconciliation and disputes, invoicing and payment are given in Annex (C).

## III. ALTERATIONS

### 11. NETWORK ALTERATIONS

- 11.1 The Parties shall inform each other about all plans and changes to their Networks, which may have an effect on their interconnection arrangements. Such changes shall include but are not limited to, Exchange closure or relocation, changes to transmission or signalling specifications, changes to numbering or changes which may affect the quality of Calls conveyed.
- 11.2 A Party (the Requesting Party) wishing to make an alteration to its Network shall provide the other Party (the Receiving Party) a written notice of the intended alteration, with at least a one (1) month notice. The notice shall provide reasons for the change and sufficient technical information to allow the Receiving Party to assess the impact of the alteration on its Network.
- 11.3 The Receiving Party shall notify the Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to their Network and, if the provisions in paragraph (11.8) do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with good engineering practice and proposed timescales.
- 11.4 If the Requesting Party does not agree the alterations required and/or the quotation (if any) and the provisions in paragraph (11.8) do not apply, the matter shall be discussed between the parties in order to reach a reasonable solution for the same. If it is still not possible to reach agreement, the matter shall be treated as a Dispute as stipulated in Article (31) of this Offer.
- 11.5 The Parties shall on the acceptance of the change(s), give sufficient time (being not less than one (1) month to allow the other to make necessary adjustments to their Systems and Networks to ensure continuous service.
- 11.6 On completion of the relevant alteration, the Receiving Party shall invoice the Requesting Party for such alteration for an amount not exceeding the quotation agreed under paragraph (11.3).
- 11.7 Where the alteration is to incorporate major changes to technical standards (6) months notice shall be given and the Parties may need to co-ordinate such upgrades as part of an industry wide implementation programme.



- 11.8 Each Party shall pay its own costs for alterations, including all relevant testing, if:
  - 11.8.1 the Parties agree in writing to change their respective Systems for their mutual benefit; or
  - 11.8.2 the alteration is a Determination by TRC where each Party shall be responsible for its own cost; or
  - 11.8.3 the alteration is to implement a technical standard unanimously agreed to by all operators; or
  - 11.8.4 the work is for testing of any upgrade to the Parties' Systems; or
  - 11.8.5 the work is to implement a new Number Range requiring Data Management Amendments only.
- 11.9 Data Management Amendments are covered in Appendix (4) of Annex (A).

#### **IV. IMPLEMENTATION OF THE AGREEMENT**

##### **12. PROVISION OF INFORMATION**

- 12.1 Each Party shall provide free of charge to the other Party such information that is reasonably required for the purposes of Interconnection of the Systems and the provision of Interconnection Services or other facilities pursuant to this Offer.
- 12.2 Zain shall provide information describing its network as defined in Annex (A), Appendix (2).
- 12.3. Subject to the obligations of the Parties confidentiality to a Third Party pursuant to paragraph (17), either Party may request, and the other shall provide, information on protocols in use by the other Party which are required for interconnection, conveyance of Calls or the provision of services specified in the Agreement if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.
- 12.4. Notwithstanding any provision of the Agreement the Parties shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure and the Parties, as appropriate, have taken all reasonable steps to secure the consent of such Third Party.
- 12.5. The Disclosing Party shall use reasonable endeavors to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 12.6 The Disclosing Party shall disclose information in accordance with this paragraph (12) on a non-discriminatory basis and shall provide the same information to any other licensed operator, if requested, on the same basis.



- 12.7 The Receiving Party shall only use information so provided for the purposes for which it was intended, being sufficient to facilitate Interconnection of the Parties Systems. For the avoidance of doubt information provided by the Disclosing Party at the request of the Receiving Party during diagnosis of faults reported under Network Traffic Controls shall not contain any commercially sensitive information. Information provided to a Receiving Party concerning the Interconnection of a proposed new service shall not contain commercial details of the new service.
- 12.8 Subject to paragraph (19) hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any reasonable conditions imposed and expressly identified and notified to Receiving Party, including those relating to confidentiality pursuant to paragraph (17), by the Disclosing Party at the time when the information was provided.
- 12.9 Nothing in this Offer shall require either Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Jordanian legislation or regulation.

### **13. FORECASTS AND INTERCONNECT CAPACITY**

- 13.1 The Operator shall provide Zain with forecast of traffic and Capacity required for Interconnect Paths in accordance with Annex (A) and as may be required in a Schedule.
- 13.2 The Operator shall order Capacity for Interconnect Paths in accordance with Annex (A) and as may be required in a Schedule in Annex (D).
- 13.3 All forecasts and related documentation shall be recorded and kept up to date in the Network Plan.

### **14. NEW OR ADDITIONAL SERVICES AND WITHDRAWAL OF SERVICES**

- 14.1 Either Party may at any time request from the other Party additional Interconnection Services and the Parties agree to enter into discussions in good faith negotiations to enter into an agreement for the provision of such service on fair and reasonable terms.
- 14.2 The Requesting Party shall provide a written statement of its requirements according to the process for introduction of additional services described in the New Services Manual.
- 14.3 Where the request is for an additional Interconnection Service, for which standard terms and conditions are already available, then the Agreement shall be amended by the addition of an applicable Schedule in Annex (D) containing the terms applicable for the requested Interconnection Service. The Requested Party shall conduct the necessary work in its System to provide the access to the additional service provided that all the necessary pre-requisites defined in the New Services Manual have been fulfilled, any amendments to the Agreement must be approved by the TRC to be effective.

- 14.4 Where the request is for a new service for which there are no standard terms and conditions, or require different terms and conditions to those provided for an existing service, the Requesting Party shall provide a Statement of Requirements (SOR) giving all reasonable information needed to allow the Requested Party to be able to understand the requirements for the new service and to be able to offer a proposal to meet the requirement.
- 14.5 The Requested Party shall advise the Requesting Party within one (1) month of receiving the SOR if it has sufficient information to conduct a full analysis of the request. If further information is requested from the Requesting Party, such information shall be provided subject to paragraph (12.7).
- 14.6 Subject to the provision of any further essential information in paragraph (14.4), the Requested Party shall provide a written response to the SOR within two (2) months of receiving the SOR. If after a full analysis, the Requested Party does not believe it has an obligation to provide such a new service or has other valid grounds for refusing to supply the service including, but not limited to, technical infeasibility, the Requested Party shall advise the Requesting Party of its decision. In such a case if the Requesting Party does not accept such reasons for refusal the matter shall be treated as a Dispute.
- 14.7 If the Requested Party does agree to develop a new service to meet the requirement of the Requesting Party then it shall prepare a plan and advise the Requesting Party of a reasonable timescale for developing the new service. Such plan shall include a one (1) month notice prior to the launch of the service to the TRC or any in-service trial necessary to prove the correct operation of the new service. If the new service is an Interconnection Service, the new service shall be included in the Agreement in accordance with paragraph (14.3) above and into this Offer.
- 14.8 If the Operator wishes to cease an Interconnection Service which is part of the Agreement, it shall notify Zain in writing of its intentions. Zain shall make the necessary changes to the Agreement by removal of the applicable Schedule or Schedules. The timescales for this work shall conform to the lead-times in the Service Level Agreement. Conditions for removal of Capacity are given in Annex (A) paragraph (12.1). The applicable charges and payment for the ceased Interconnection Service shall be due up to the date of the term of the Service, even if the cessation was before the elapse of the said term, . Any impact on the technical aspects of the Interconnection shall be agreed by the Parties through the Joint Technical Committee.
- 14.9 If Zain wishes to withdraw an Interconnection Service provided under the Agreement it shall only do so after approval has been given by the TRC. Zain shall notify the Operator of its intention to withdraw the Interconnection Service at the same time as it advises the TRC, giving reasons for the withdrawal and planned timescales. If Zain has received no written objections from the TRC or instructions not to withdraw within one (1) month of the advice been given to the TRC, it shall be deemed that approval for withdrawal has been given and Zain shall conduct the withdrawal in the timescale stated in the notification.



## 15. SYSTEM PROTECTION & SAFETY

- 15.1 Each Party is responsible for the safe operation of its System.
- 15.2 Neither Party will do, or permit to be done, anything that would damage or adversely affect the other Party's network. Each Party will ensure that nothing is done that will:
- 15.2.1. endanger the safety or health of employees, contractors, agents or Customers of the other Party, or
  - 15.2.2. cause physical or technical damage to the other Party's System
  - 15.2.3. interfere with the operation of the other Party's System including but not limited to causing deterioration of the operation of the Other Party's System.

## V. MISCELLANEOUS

### 16. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT

- 16.1 Neither Party will knowingly permit anything to be attached to its network including but not limited to terminal apparatus that is not approved by the TRC and the relevant authorities where approval is required by the relevant authorities.

### 17. CONFIDENTIALITY

#### 17.1 Definition of Confidential Information

- 17.1.1 "Confidential Information" shall mean:

- (i) all information disclosed in tangible form by the Disclosing Party ; and,
- (ii) all information disclosed orally or otherwise in intangible form by the Disclosing Party

- 17.1.2 Confidential Information may include, without limitation of information, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, industrial, administrative, business, financial, and product development plans, forecasts, strategies and commercial and other information.

- 17.1.3 All confidential information shall only be used for the purpose for which it is provided. No discussions will be held if the Operator has not, as a precondition, signed Zain's NDA.



## 17.2 Confidentiality Obligation

17.2.1 The Receiving Party agrees to protect the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Receiving Party uses to protect its own confidential or propriety information of a like nature. The Receiving Party shall limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees or independent contractors who have:

- (i) A need to know and have been notified that such information is Confidential Information for the purpose set forth herein; and,
- (ii) Entered into binding obligations of confidentiality no less restrictive than those of the Agreement .

17.2.2 The Receiving Party may disclose Confidential Information to Holding Companies, Subsidiary Companies or specified regional offices subject to those companies or offices undertaking to comply with the obligations equivalent to those contained in this paragraph (17).

## 17.3 Term

17.3.1 The term under which disclosures may not be made under the Agreement shall be for the duration of the Agreement and for a period of three (3) years after cessation of the Agreement , for any reason.

## 17.4 Exclusions

17.4.1 Confidential Information shall not include information that:

- (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; or,
- (ii) was in the Receiving Party's possession prior to receipt from the Disclosing Party; or,
- (iii) was rightfully disclosed to the Receiving Party by another person without restriction; or,
- (iv) is independently developed by the Receiving Party without access to such Confidential Information; or,
- (v) disclosed without any restrictions of confidentiality.

17.4.2 The Receiving Party may disclose Confidential Information to the TRC and the Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided the Disclosing Party is given prompt prior written notice of such requirement.



## 17.5 Ownership

17.5.1 All Confidential Information, unless otherwise specified in writing, (a) remains the property of the Disclosing Party, and (b) may be used by the Receiving Party solely for the purpose authorized.

17.5.2 Upon written request by the Disclosing Party at any time. The Receiving Party shall:

- (i) turn over to the Disclosing Party all Confidential Information of the Disclosing Party, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, or,
- (ii) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party.

## 17.6 Equitable Relief

17.6.1 The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations. The Receiving Party further acknowledges that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party thereby resulting in irreparable harm to the Disclosing Party and, therefore, that upon such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies it may have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach.

17.6.2 Unless otherwise agreed in writing, a Receiving Party shall not use the other Party's Confidential Information to provide commercial advantage to its retail business.

## 18. FORCE MAJEURE

18.1 Neither Party shall be liable for any breach of the Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with law, regulations or demands of any Government or Government agency, fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, sabotage, terrorism, acts or omissions of persons for whom neither Party is responsible or any other cause outside its reasonable control and any such event or circumstance is considered a force majeure (event of **Force Majeure**).

18.2. the Party initially affected by force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations under the Agreement (**force majeure notification**)

18.3. Upon the cessation of the delay or failure resulting from force majeure, the Party initially affected by force majeure shall promptly notify the other of such cessation.

- 18.4. If, as a result of force majeure, a Party is prevented to perform its obligations under the Agreement, such Party shall, subject to the provisions of paragraph (18.6), perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 18.5. to the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under the Agreement , the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 18.6. Following a force majeure notification and if the effects of such force majeure continue for:
- b) a continuous period of not more than six (6) Months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to paragraph (18.3)) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party;
  - c) a continuous period of six (6) Months or more from the date of the force majeure notification, (and notice of cessation has not been given pursuant to paragraph (16.3)), the Party receiving the force majeure notification shall be entitled (but not be obliged) to terminate the Agreement by giving not less than thirty (30) Working Days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) Working Days' notice. If the Agreement is not terminated in accordance with the provisions of clause (18.6.b) any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

## **19. LIMITATION ON LIABILITY**

- 19.1. This provision shall regulate the liability of one Party to the other under the Agreement.
- 19.2. In performing their obligations under the Agreement, the Parties shall exercise the reasonable skill and care of a competent telecommunications operator/provider of the service and to comply with its obligations under the Agreement.
- 19.3. Subject to paragraph (19.5) and (19.6) neither Party shall be liable to the other (whether in contract, under statute or otherwise for any cause other than for willful or deliberate breach, acts or omissions) for:
- a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
  - b) any other consequential or indirect liability, loss or damage, suffered by the other Party and arising from or in connection with the Agreement.

- 19.4 Subject to paragraphs (19.2 & 19.3), if a Party ("Breaching Party") is in breach of any of its obligations under the Agreement to the other Operator (excluding obligations arising under the Agreement to pay monies in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), the Breaching Party's liability to the other Party shall be limited to up to JD (100.000) one hundred thousand Jordanian Dinars for any one event.
- 19.5 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.
- 19.6 Neither Party shall be liable to the other to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of the Agreement by a third party to whom the other Party provides a telecommunication service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Party.
- 19.7 Each provision of this paragraph (19) is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 19.8 For the avoidance of doubt, neither Party shall be liable for any breach of the Agreement caused by the delay or failure of any supplier to deliver equipment or perform a service to that Party at the prescribed time.

## 20. INDEMNITIES

- 20.1 Each Party shall indemnify, defend and hold harmless and shall keep the other Party, its affiliates, officer, directors, employees, shareholders, partners, independent contractors and agents fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims, liabilities, fines, judgements and settlements made against or suffered or incurred by the other Party arising directly out of any and all claims, demands, suits, or proceedings whether civil, criminal, administrative, or investigative relating to:-
- 20.1.1 any act, omission or negligence of its own or any persons acting under its express or implied authority; or
- 20.1.2 any breach or non-observance of the provisions of the Agreement .
- 20.2 The indemnities contained in the Agreement are continuing obligations under the Agreement, separate and independent from the other obligations, and will survive the termination of the Agreement.

## 21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 Except as otherwise expressly provided in this Offer and the Agreement , all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether registered or not) and all other intellectual property rights (intellectual property) shall remain in the ownership of the Party creating or owning the same and nothing in the Agreement shall confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any third party.
- 21.2 Without prejudice to paragraph (21.1), neither Party shall be entitled to use any trade marks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

## 22. REVIEW

- 22.1 The RIO and any Agreement consequent upon it shall be reviewed and updated periodically or when needed. Zain and/or the Operator may seek to amend the Agreement by serving on the other a review notice if:
- a) either Party's License is materially modified (whether by amendment or replacement); or
  - b) any obligations under the Interconnection Instructions issued by the TRC are materially altered; or
  - c) a material change occurs in the law or regulations governing telecommunications in Jordan affecting this Offer and Agreement ; or
  - d) the Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
  - e) a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Offer and the Agreement .
- 22.2 A review notice shall set out in reasonable detail the issues to be discussed between the Parties.
- 22.3 A Party may initiate a general review of the Agreement by serving a review notice during the period of (3) three months commencing on 1<sup>st</sup> July in any year.
- 22.4 The charges for Interconnect Services set out in the Zain Interconnection Services Price List and the Operator Price List, where applicable, shall be reviewed on an annual basis .The effective date of any new charges shall be subject to determination by TRC.
- 22.5 A review shall take place immediately following a Determination by the TRC which has an impact on the Agreement. The Effective Date of any resultant changes to this Offer and the Agreement to incorporate the Determination shall be those stated in the Determination.
- 22.6 Upon service of a review notices, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to the Agreement.



- 22.7 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice, the conditions in the Agreement shall remain in full force and effect until the Parties enter into an explicit agreement to modify or replace the Agreement.
- 22.8 If the Parties fail to reach agreement of the subject matter of a review notice the matter shall be treated as a Dispute and the provisions of paragraph (31) shall apply.

### **23. BREACH, SUSPENSION AND TERMINATION**

- 23.1. If a Party's System seriously and adversely affects the normal operation of the other Party's System, or is a threat to any person's safety, the affected Party shall immediately inform the affecting Party and the TRC. The affecting Party shall take immediate action to resolve the problem and in the event that normal operation is not restored within four (4) hours or if the matter is extreme in terms of its impact on the affected Party's Customers or the safety of personnel, the affected Party may suspend, to the extent necessary, such of its obligations under the Agreement, and for such period as it may consider reasonable to ensure the normal operation of the affected Party's System or to reduce the threat to safety. Such suspension shall be notified in writing to the TRC offices and by telephone to the TRC nominated contact point and may continue beyond twelve (12) hours unless the TRC has instructed otherwise.
- 23.2. If either Party is in material breach of the Agreement (including failure to pay an undisputed sum due hereunder), the other Party may serve a written notice (the "breach notice") on the Party in breach, specifying the breach and the time limit for such breach to be remedied. If the Party in breach fails to remedy the breach within twenty eight (28) calendar Days, or such longer period as specified in the breach notice, the Party not in breach may, until such breach is remedied, suspend performance of such of its obligations made under the Agreement as is reasonable in the circumstances. Except in the case of failure to pay an undisputed sum due hereunder, or a failure to maintain the bank guarantee in accordance with paragraph (30), the Party in receipt of the breach notice may raise a Dispute under paragraph (31). In such circumstances the breach notice and any suspension or termination consequent upon this shall be in abeyance until the Dispute is resolved and will be withdrawn if required by the Dispute resolution. In all cases where a breach notice is issued the Party issuing the breach shall immediately notify TRC in writing.
- 23.3. If the Party in breach fails to remedy the breach within the period stated in the breach notice, the Party not in breach may, terminate the Agreement with the Party in breach on three (3) calendar months' written notice provided always that if the Party in breach remedies the breach within such three (3) months' notice period, the Agreement shall not be terminated as a result of such notice. Such termination shall be notified in writing to the TRC at least twenty eight (28) calendar Days prior to the end of the foregoing notice period and may be implemented unless the TRC instructs otherwise.
- 23.4. The Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if any one of the following occurs:
- (a) the other Party ceases to be a Licensed Operator:

- a/1 the Party ceasing to hold the License may terminate the Agreement by giving not less than three (3) months' notice in writing to the other Party;
- a/2 the other Party may terminate the Agreement by giving not less than one (1) month's notice in writing to the ceasing Party .

or

- (b) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realize or enforce any security over any assets of the other Party or to enforce any judgment against the other Party;

or

- (c) the other Party ceases to carry on business or has at its own request removed all Interconnection Capacity and/or Services.

23.5. The Operator may terminate the Agreement by giving a minimum of six (6) months notice.

23.6. In the event that the Agreement is terminated:

- (a) all sums due or accrued or payable to each Party under the Agreement up to the effective date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party; and
- (b) each shall within a reasonable time, but not more than one month, return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under the Agreement in good working condition, fair wear and tear only excepted; and
- (c) each Party shall within a reasonable time, but not more than one month, remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under the Agreement; and
- (d) subject to the implementation of the obligation in (a) above, any bank guarantee that has been established pursuant to the Agreement shall be cancelled by the Party in whose favor such bank guarantee is made.

23.7. If one (1) month after the termination of the Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 10 (ten) calendar Days of the date of the demand.

23.8 A Party shall be entitled to charge the other Party all reasonable cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Party has failed to return under paragraph (23.7.) within one month of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.



- 23.9 A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within one (1) month after the date of termination.
- 23.10 On termination of the Agreement , each Party must, at its own expense, deliver to the other Party, all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Operator's Confidential Information can be reproduced. Either Party can instruct the other Party to destroy or erase all or part of their Confidential Information as an alternative to returning such information.
- 23.11 Termination of the Agreement shall not be deemed a waiver of a breach of any term or condition of the Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 23.12. After termination of the Agreement has taken place, paragraphs (12.3, 12.4, 17, 19 and 23.7 to 23.13) shall continue in full force and effect.
- 23.13. A Party's right to terminate or suspend performance of the Agreement pursuant to this paragraph (23) is without prejudice to any other rights or remedies available to that Party.

## 24. NOTICES

- 24.1. All notices, demands or other communications required or permitted to be given or made under or in connection with the Agreement shall be in writing and shall be sufficiently given or made or duly served if:
- (a) delivered by hand, and exchanged for a signed receipt, at the time of actual delivery; or
  - (b) sent by pre-paid registered post, on the sixth Calendar Day after posting; or
  - (c) sent by facsimile transmission when receipt of such facsimile transmission is confirmed by the printing of a transmission report
- 24.2. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this section. Both Parties agree to dispense with the requirement for notarial notices under the Laws of Jordan.

### If to Zain:

Interconnection and Regulatory Affairs Director

8<sup>th</sup> Circle, King Abdullah the 2<sup>nd</sup> Street  
P.O.Box 940821  
Amman 11194, Jordan  
Tel: +962 79 7900900  
Fax: +962 79 8510 603  
Email: [Interconnection@jo.zain.com](mailto:Interconnection@jo.zain.com)



**If to the Operator :**

\_\_\_\_\_  
P.O.Box \_\_\_\_\_  
Amman \_\_\_\_\_, Jordan  
Tel : \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**25. VARIATIONS**

25.1 Except as expressly provided in the Agreement, no variation of the Agreement shall be effective unless agreed in writing by the Parties and signed by a person nominated in writing on behalf of:

25.1.1 Zain, by the Chief Executive Officer (or his successor); and

25.1.2 the Operator, by the Chief Executive Officer (or his successor).

and approved by the TRC.

**26. ASSIGNMENT**

26.1 Unless otherwise agreed in writing, and without prejudice to the Zain Licence, no rights, benefits or obligations under an Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, such consent not being unreasonably withheld. No assignment shall be effective without the prior written consent of the TRC.

**27. WAIVER**

27.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Offer shall not be construed as a waiver or a waiver of any other breach of the same or any other term or condition of this Offer or the Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

**28. PARTIAL INVALIDITY**

28.1 If any provision in the Agreement is found to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of the Agreement, or the application of such provision to other situations or circumstances shall not be affected.

28.2 The Parties shall work together to agree an amendment to the Agreement to correct any illegal, invalid or unenforceable conditions, and any proposed changes shall be introduced to the generality of operators by a change to the Agreement through the review procedure in paragraph (22).

## **29. INDEPENDENT CONTRACTORS AND AGENCY**

- 29.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents).
- 29.2 Neither Party is authorized and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations.
- 29.3 Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party.
- 29.4 Nothing in this Offer shall be deemed to constitute a partnership between the Parties.

## **30. LETTER OF GUARANTEE**

- 30.1 The Operator shall submit to Zain an unconditional and irrevocable bank guarantee. The amount of the bank guarantee shall equal the value of the 4 (four) most recent months actual invoices for Interconnection Services, or the value of the next 4 (four) months anticipated invoices for Interconnection Services (including but not limited to provision of new interconnection), whichever is the greater and shall not be less than (500,000 JD) Five hundred thousand Jordan Dinars. In case of a sudden increase in the traffic, Zain is entitled to request the Operator to increase the amount of the bank guarantee in order to cover the expected exposure, the Operator should adhere to Zain request within 1 (one) week from the formal notification; otherwise Zain shall have the right to suspend the service. The bank guarantee shall be maintained with the same terms and conditions according to the above formula including its amount at all times unless otherwise agreed between Zain and the Operator until the Operator's financial obligations under the Agreement are fully satisfied
- 30.2 Notwithstanding paragraph (23.2), in the event that the Operator fails to maintain the bank guarantee in accordance with paragraph (30.1) above, any subsequent serving of a Breach Notice by Zain shall require such breach to be remedied by the Operator within five (5) Working Days.

## **31. DISPUTE PROCEDURE**

- 31.1 If a Party (the "disputing Party") wishes to invoke the dispute procedure specified in this paragraph, it shall send written notice of the Dispute to the other Party's Commercial Account Manager or other equivalent nominated contact in the Service Plan (the "receiving Party"). The notice shall contain all relevant details including the nature and extent of the Dispute. The receiving Party shall acknowledge the receipt of such notice of the Dispute within two (2) Working Days.
- 31.2 The Parties shall consult in good faith to try to resolve the Dispute which may include any dispute or difference arising from implementation, execution, interpretation, rectification, termination or cancellation of the Agreement. For the avoidance of doubt disputes regarding billing and invoices shall be treated separately through the billing reconciliation process in Annex (C), unless the matter has been raised as a Dispute.

- 31.3 The Parties shall agree to meet within ten (10) working days of written notice of the Dispute (or such longer time as mutually agreed by the Operators in writing).
- 31.4 If agreement is not reached and the Dispute is not resolved within five (5) Working Days of the meeting (or such longer time as mutually agreed by the Operators in writing), the Dispute shall be escalated to senior managers.
- 31.5 The Parties shall agree an escalation process to their respective chief executive officers, executive directors or named alternatives, details of which shall be recorded in the Service Plan.
- 31.6 Following escalation, the Parties senior managers shall consult in good faith to try and resolve the Dispute. If resolution of the Dispute is not achieved quickly the senior managers shall meet to find a solution.
- 31.7 If after a fifteen (15) Working Days from escalation the Dispute is still not resolved, (or such longer time as mutually agreed by the Operators in writing) then the matter shall be referred to arbitration according to the Jordanian Arbitration Law or if either Party requests the matter shall be referred to the TRC. When the Parties agree to arbitration then an arbitrator shall be appointed as follows; if the matter in dispute is principally:
- a) a legal matter, to an impartial practising lawyer(s) of not less than 10 (ten) years standing;
  - b) an accounting matter, to an impartial practising chartered accountant(s) of not less than 10 (ten) years standing;
  - c) a technical matter, to an impartial telecommunications expert of not less than 10 (ten) years standing;
  - d) any other matter, to an independent person(s) agreed upon between the Parties;
  - e) If the Parties fail to agree on an arbitrator within 10 (ten) Working Days after the arbitration has been demanded, the arbitrator shall be nominated at the request of either of the Parties by the TRC.
- 31.8 The arbitration shall take place in Amman, and be conducted in Arabic and/or English, subject to prior agreement between the Parties. The Parties shall share equally the expenses of arbitration and fees of the arbitrators, not including the lawyers' fees and other expenses of the Parties.
- 31.9 Nothing in this paragraph shall be construed to prevent either Party from seeking injunctive relief in a court of competent jurisdiction to prevent imminent irreparable harm.
- 31.10 Without prejudice to any specific provision in the Agreement, the Parties shall keep their Systems connected for the provision of Services and conveyance of Calls between their respective Systems during the Dispute.

## **32. ENTIRE AGREEMENT**

- 32.1 The Agreement embodies the entire agreement between the Parties relating to the provision of Interconnection Services mentioned in the Agreement and supersedes all previous understandings, commitments, agreements or representations whether written

or oral, other than fraudulent misrepresentation, in relation to the subject matter of the Agreement .

### **33. WARRANTIES**

- 33.1 Each Party represents and warrants to the other that it is a corporation duly organized and existing under the laws of the Hashemite Kingdom of Jordan having the power and authority to enter into the Agreement and perform its obligations.
- 33.2 Each Party hereby represents and warrants that it holds and shall continue to hold during the term all necessary licences, consents and permissions as may be necessary to fulfil its obligations hereunder and shall comply with all laws, guidelines or regulations of any Regulatory Authority or Governmental authority.
- 33.3. Each Party undertakes to the other that it will ensure that it and (where appropriate) their customers:
- a) Will not use the services for any improper or unlawful purposes, nor allow others to do so;
  - b) Will comply with any reasonable instruction issued by the other Party which concerns the use of the Interconnection services;
  - c) Will hold at all relevant times during the operation of the Agreement all appropriate licences to telecommunications apparatus and equipment which are to be connected to the network pursuant to the Agreement and will ensure that the use of the services will not lead to any breach of the provisions of any telecommunications licence held by it.

### **34. UNDERTAKINGS**

- 34.1 Each of the Parties agrees that it shall act in good faith in relation to the other Party with respect to all matters relating to or contemplated by the Agreement.
- 34.2 The Parties shall treat each other in a fair and non-discriminatory manner in all aspects of Interconnection.
- 34.3 The Parties will not provide Interconnection Services to any other network operator or to itself or any subsidiary on terms more favourable than those in the Agreement.

### **35. COSTS AND EXPENSES**

- 35.1 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of the Agreement and all documents contemplated by it, except where the Agreement or those other documents expressly provide to the contrary.
- 35.2 Any Stamp Duties payable on the Agreement shall be borne equally between Zain and the Operator.



### **36. GOVERNING LAW**

- 36.1 The interpretation, validity and performance of this Offer and the Agreement shall be governed in all respects by the laws of Jordan, including the Telecommunications Law and the Parties submit to the exclusive jurisdiction of the courts of Jordan.

## **ANNEX A PLANNING & OPERATIONS**

### **1. DEFINITIONS**

- 1.1 In this Annex, the Appendices and tables, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or appendix of this Annex. Words, abbreviations and expressions have the meanings given in Annex (E).

### **2. GENERAL**

- 2.1 This Annex details the planning and operational principles for conveying Calls between the Zain System and the Operator System and provides the technical background for the Technical Specifications in Annex (B) and for the Manuals. The Technical Specifications define the characteristics of all applicable interfaces between the Zain System and the Operator System. The Manuals provide joint procedures for the provision and re-arrangement of Capacity (Provisioning Manual), testing (Testing Manual) and operations and maintenance (Operations and Maintenance Manual).
- 2.2 This Annex contains provisions on the planning and operation of services provided under the Agreement. The details of the interconnect between the Parties' Systems and the plans for future developments relating to interconnect shall be recorded in a Network Plan, the content of which is given in Appendix (3).

### **3. ZAIN NETWORK INFORMATION**

- 3.1 Zain shall provide the Operator with information about its Network (Zain Network Information), which shall contain the information specified in Appendix (2). This information is needed before establishment of initial Interconnection in paragraph (7) and will have been provided during initial discussions between the Parties.
- 3.2 Zain shall provide updates to the information in Appendix (2) as changes occur in its Network.

### **4. INTERCONNECT LINKS, POINTS OF INTERCONNECTION (POI) & INTERCONNECT NODES**

- 4.1 Interconnection between the Parties' Systems shall be achieved by establishing Interconnect Links between a Zain Interconnect Node and an Operator Interconnect Node. An Interconnect Link supports the 2Mbit Interconnect Paths between the Parties Systems for the conveyance of Calls and where applicable the signalling between the Systems for controlling Calls.
- 4.2 An Interconnect Link has two components, a Transmission Interconnect Link (or transport) to provide a link between the two Parties, and Capacity ports at an Interconnect Node to provide access to each Party's Network to enable handover of Calls from one Party to the other. The Capacity ports are 2Mbit/s, and it is the Capacity that is ordered, forecasted and supplied as part of the Agreement.

- 4.3 The type of Transmission Interconnect Link employed that determines the location of the Point of Interconnection (the physical demarcation between the Parties' Systems) shall be the Customer-Sited Interconnection (CSI). An Extension Interconnect Link may also be used to extend an Interconnect Link from one Interconnect Node to another (remote) Interconnect Node. All Transmission Interconnect Links can be ordered according to the terms and conditions in the Schedules.
- 4.4 For resilience purposes Interconnection to the Zain System shall be through two Interconnect Nodes supporting both Traffic and signalling.
- 4.5 Each Party shall be responsible for provisioning, operating and maintaining the transmission interconnect up to the POI. Each Party shall be considered as owning any transmission equipment and infrastructure up to the POI.
- 4.6 Each Party shall be responsible for the traffic carried over its own network up to (for outgoing traffic) or from (for incoming traffic) the POI, but in all cases shall not be responsible for the traffic carried over the other Party's network.
- 4.7 The Parties shall endeavour to agree which Interconnect Nodes shall be used for the conveyance of Calls between the Parties and the Interconnect Links which connect them, taking account of the traffic which will pass over the links, resilience and diversification. In the event that agreement cannot be reached, either Party may notify the other in writing of a Dispute.

## **5. INTERCONNECT ROUTING PRINCIPLES, TRAFFIC ROUTES & TRAFFIC TYPES**

- 5.1 The Parties shall route the other Party's traffic handed over at an Interconnect Node based on the Quality of Service figures specified and agreed upon in the Network Plan. Additionally alternative routing for traffic overflow conditions or congestion should be supported among the available Interconnection Links and points connecting both parties together.
- 5.2 To the extent possible, the Parties agree that the principles of far end handover (nearest to the end destination for the Call) shall apply to the routing of all Calls between the Parties. The Parties acknowledge that this is not usually possible when the destination of a Call is to a mobile handset.
- 5.3 Calls handed over on Interconnect Links between Interconnect Nodes in the Parties' Systems may be carried on segregated Interconnect Paths (forming a Traffic Route) so traffic is carried in one direction between the Parties' Systems. By mutual agreement the Parties may combine all Traffic Types onto a single Traffic Route to carry both-way traffic. When the volume of traffic between the Parties is high, the Parties may agree to establish a number of separate Traffic Routes between two Interconnect Nodes to carry any combinations of different Traffic Types or single Traffic Types when this is a practical solution.
- 5.4 The record of all routing arrangements shall be provided in a Routing Plan.
- 5.5 The responsibilities for each Traffic Types for carrying Calls are set out in Table A below. The responsibilities for the applicable Traffic Types shall include choice of Interconnect Nodes, forecasts of Capacity and Traffic and placing orders for Capacity.

**TABLE A**

<b>TRAFFIC TYPE</b>	<b>RESPONSIBLE PARTY</b>
Calls to fixed line numbers Zain to Operator	Zain
Calls to mobile numbers Zain to Operator Operator to Zain	Zain Operator

- 5.6 Traffic Routes shall normally be provided as Fully Provisioned Routes and dimensioned in accordance with Erlang B calculations for blocking probability, so that congestion does not occur in normal busy period conditions based on the Quality of Service figures specified and agreed upon in the Network Plan.
- 5.7 The Operator may request that a Traffic Route is provided as a High Usage Route and Zain shall agree to provide such a route provided that it is only used to convey Traffic Types for which the Operator has responsibility in table A in paragraph (5.5), and that it is associated with another Traffic Route for carrying overflow traffic which is a Fully Provisioned Route. The dimensioning of a High Usage Route shall be such that under normal traffic conditions the maximum level of overflow shall be no more than 15% of traffic offered to the High Usage Route. The maximum size of a High Usage Route shall be six (6) 2mbit/s systems.
- 5.8 The Parties agree to establish and develop Routing plans showing the Traffic Routes for routing of Calls between Interconnect Nodes for each of the Traffic Types above and showing where applicable, Number Ranges, in accordance with the formats agreed in the Provisioning Manual.
- 5.9 Routing plans shall contain information regarding alternative routing arrangements in the event of congestion, known mass events, faults or during the application of network management controls.
- 5.10 Routing plans shall be incorporated into the Network Plan agreed between the Parties and reviewed through the Joint Technical Committee. The Parties shall through that committee take steps to ensure that any balancing of Traffic Types on Routes occurs to minimise congestion.
- 5.11 For the avoidance of doubt the Parties shall manage the routing of outgoing calls up to the Point of Interconnection and incoming calls from the Point of Interconnection to the destination.

## **6. SIGNALLING**

- 6.1 Unless otherwise agreed in written by the parties, all signalling for Interconnection shall use Signalling System No7 (sometimes referred to as CCS#7 or C7) according to the standards in Annex (B).
- 6.2 The ISUP user part of the ITU definition of C7 signalling shall be used for the signalling for Calls using Interconnection covered by the Agreement. The Parties accept that with Interconnection to the Zain System, the signalling channel in the C7 signalling may need

to be used for specified services, including but not limited to, Short Message Services (SMS) and international roaming using Signalling Connection Control Part (SCCP). Any other special variant of the C7 user part or optional parameters to support certain functionalities used by one of the Parties in its System must be agreed by the Parties to assure compatibility.

- 6.3 Each Traffic Route shall be supported by at least one Signalling Link to meet ITU Standards pursuant to Annex (B), where signalling is carried on a 64Kbit/s time slot channels within a 2Mbit/s Interconnect Path, the exact location of the signalling time slot shall be agreed upon by both Parties.
- 6.4 Resilience of signalling shall be provided. Resilience shall be provided by two Signalling Links between Zain and Operator Interconnect Nodes, either by two separate 64kbit/s channels in two separate Interconnect Paths on the same Traffic Route or on separate Interconnect Links if Signal Transfer Point (STP) working has been agreed between the Parties. The remaining channels in the Interconnect Paths used for Signalling links shall be available to carry Calls.
- 6.5 The Parties shall keep the Signalling Link routing arrangements as part of the Network Plan.
- 6.6 The utilisation of Signalling Links shall be dimensioned according to ITU guidelines with a maximum load per Signalling Link as follows:
- (a) major load 0.30 erlangs
  - (b) critical load 0.34 erlangs

The Parties accept that Calls to the Zain Mobile number ranges contain additional signals on the signalling link (see paragraph (6.2) above) and their dimensioning needs to take this into account.

- 6.7 In exceptional circumstances, and only by agreement in writing by the Parties, a Traffic Route may contain only one Interconnect Path and one Signalling Link, provided that the utilisation is not breached. As soon as a second Interconnect Path is required that second path must contain a Signalling Link in accordance with resilience requirements stated above.
- 6.8 Signalling point codes are required for each Interconnect Node. A Party ordering a Signalling Link shall first obtain a point code from the TRC.
- 6.9 Synchronisation of Signalling Links shall be against a Zain reference clock.

## **7. INITIAL INTERCONNECTION & INTERCONNECTION AT NEW INTERCONNECT NODES**

- 7.1 The Parties will have initial discussions concerning the Interconnection of the Operator System to the Zain System based on a statement of requirements provided by the Operator outlining requirements for Interconnection.
- 7.2 Zain will provide the Operator with information about its network as defined in Appendix (2).

- 7.3 The Operator will provide details of its initial Interconnection requirements which shall include the following:
- 7.3.1 Details about the proposed Operator Exchange or Exchanges, software releases and of its inter-operability with other Exchange types supported by manufacturer's certificate or such other information, including but not limited to evidence of successful inter-operability with similar configurations in other countries to demonstrate inter-operability;
  - 7.3.2 Proposed location of the Operator Exchange;
  - 7.3.3 Details of the relevant Operator Interconnect Nodes nominated by the Operator;
  - 7.3.5 Details of the Interconnection Services (as in the Schedules) which the Operator requires on the first Ready for Service date, or is likely to require in the first year of service;
  - 7.3.6 Number Ranges served by and that may be accessed via the Operator System in accordance with the National Numbering Plan;
  - 7.3.7 a statement of the conformity of the Operator System to the Specifications in Annex (B);
  - 7.3.8 Signalling system point codes from the TRC;
  - 7.3.9 Details of the proposed Customer site where the Points of Interconnection (POI) shall be established (CSI)
  - 7.3.10 The first Capacity Forecast (as described in paragraph (9) below);
  - 7.3.11 The first Traffic Forecast(s) (as described in paragraph (8) below);
  - 7.3.12 Proposed Traffic Routes, by Number Ranges (in the form set out in the Provisioning Manual);
  - 7.3.13 An Order in the form of a Capacity Order for the Capacity required for the initial interconnection.
- 7.4 To the extent that the information in paragraphs (7.3.1 to 7.3.12) has not already been supplied at the Commencement Date, the Operator shall provide such information within ten (10) Working Days of the Commencement Date.
- 7.5 Zain shall provide the Operator with a Technical Solution giving a work plan and timescales for implementation of the initial interconnection including the level and extent of any inter-operability testing required and the specific charges if special work is needed for implementation. The work plan shall highlight the responsibilities of the Parties, any interdependencies of the Parties and required resources and equipment needed including the testing requirements. The Technical Solution shall also contain any special work that needs to be conducted, e.g. civil engineering works, and shall indicate the cost for such specified work.



- 7.6 The Technical Solution shall be valid for thirty (30) Days. If the Technical Solution has not been accepted within that thirty (30) Day period the offer will have been deemed to have expired and another offer may be prepared. If the Parties agree to changes in the Technical Solution a revised Technical Solution may be prepared and offered with the same thirty (30) Days acceptance period.
- 7.7 Upon acceptance of the Technical Solution by the Operator, the Operator shall place the relevant orders for Capacity and Zain shall deliver the interconnect solution with Capacity provided on a Ready for Test Date according to the agreed Technical Solution. The lead times are given in Appendix (1) unless there is special work needed such as civil engineering work or there are dependencies on suppliers or vendors whose delivery lead times are such that it is not possible to conform to standard lead times.
- 7.8 The Parties shall review the progress on implementation, and agree any changes to the work plan as a result of any interdependencies, which may impact on the Ready for Test Date.
- 7.9 Full details of all provisioning requirements and procedures are given in the Provisioning Manual.
- 7.10 The Parties shall agree on the schedule of testing required for inter-operability testing (when applicable), transmission testing, signalling and commissioning including end to end traffic tests. Details of all testing requirements are given in paragraph (11) and in the Testing Manual.
- 7.11 On delivery of the Technical Solution Zain shall prepare a certificate to the Operator. After successful testing both Parties shall sign a certificate showing the solution has been satisfactorily tested. The format of the certificates and testing and acceptance procedures are given in the Provisioning and Testing Manuals.
- 7.12 On completion of all testing the Operator will have access to Zain Services, subject to the commercial launch date, when applicable. The Data Management Amendments for opening Operator Number Ranges should be conducted one week later provided that there has been trouble free operation during that period.
- 7.13 The provisions of paragraphs (7.3 to 7.12) shall apply for each new Interconnect Node at a new Point of Interconnection.

## **8. TRAFFIC FORECASTS**

### **8.2 Traffic Forecast Content**

- 8.2.1 the Operator shall prepare Traffic Forecasts for each Zain Interconnect Node for all Traffic Types listed in Table A of this Annex for which the Operator has responsibility as defined by paragraph (5.5).
- 8.2.2 the Operator shall prepare Traffic Forecasts for each Operator Interconnect Node for all Traffic Types listed in Table A of this Annex for which Zain has responsibility as defined by paragraph (5.5).

8.2.3 All Traffic Forecasts shall be in the form set out in the Provisioning Manual.

### **8.3 Forecasting Periods**

8.3.1 Traffic Forecasts shall be provided on a rolling basis for a period of two (2) years;

8.3.2 A Traffic Forecast provided by the Operator to Zain at annual intervals for each Interconnect Node shall be made available at least fifteen (15) Working Days before 1 January each year. These Traffic Forecasts shall (subject as provided below) cover the following two (2) years broken with the first year split into four (4) periods of three (3) months each.

8.3.3 Traffic Forecasts for next quarter of any period are binding to the Operator.

8.3.4 If the Traffic Forecast for a category of traffic for any twelve month period at any Interconnect Node has changed ten (10) % or more since the last Traffic Forecast or where any additional Interconnect Nodes are proposed during the next twelve (12) months, then the changed Traffic Forecast shall be notified to Zain as soon as practical after the Operator has revised its own forecasts.

8.3.5 All Traffic Forecasts provided under this paragraph (8.3) shall be discussed at a Meeting of the Joint Technical Committee. If the Parties agree the frequency of Traffic Forecasts can be more frequent than annually.

### **8.4 A Traffic Forecast shall:**

- (a) be in terms of the busiest period of the day in erlangs.
- (b) identify the time of the busiest period for a Traffic Route
- (c) be in the form set out in any agreed Provisioning Manual
- (d) be authorised and signed at an appropriate level by the Operator and acknowledged by Zain.

## **9. CAPACITY FORECASTS**

9.1 Before placing Capacity Orders, the Operator shall supply Zain with a Capacity Forecast in relation to new or additional Capacity requirements for each Transmission Interconnect Link at all existing and proposed Interconnect Nodes.

9.2 Capacity Forecasts shall cover the expected forecasts for the next two (2) years and provided as described in the Provisioning Manual. The first three (3) months of each Capacity Forecast shall be agreed between the Parties as a commitment for placing Capacity Orders.

9.3 Each Capacity Forecast shall be presented to Zain at three (3) month intervals, not less than fifteen (15) Working Days before 1 January, 1 April, 1 July and 1 October of each year or such other dates of equivalent timing as the Parties may agree.

- 9.4 Each Capacity Forecasts shall be reviewed by the Joint Technical Committee meeting held within ten (10) Working Days of receipt of each Capacity Forecast. The agreed Capacity Forecast will be signed within five (5) Working Days of the meeting by the authorised representatives of each Party to signify their intention to commit to the first six (6) months of Capacity Orders.
- 9.5 If the Parties fail to agree a Capacity Forecast (or part thereof), then either Party may notify the other in writing of a Dispute. Only those portions of a Capacity Forecast that have not been agreed shall be in Dispute.
- 9.6 The Capacity Forecast shall show for each Traffic Route on each Interconnect Link whether that route is unidirectional or bi-directional and in the case of unidirectional only whether the route is a Fully Provisioned Route or a High Usage Route.
- 9.7 In the case of Fully Provisioned Traffic Routes the Operator shall be responsible for ensuring sufficient Capacity is forecasted to achieve the target Grade of Service for a Fully Provided Traffic Route.
- 9.8 Provided that all the Capacity forecasted in the first 3 months of the Capacity Forecast is ordered within that period, the lead-times stated in the Service Level Agreement shall apply and no penalties shall apply.
- 9.9 To the extent that Capacity ordered is in excess of the first 3 months of the Capacity Forecast (the current quarter), those orders in excess of the stated forecast in that period shall not be subject to the lead-times in the Service Level Agreement or in the calculation of any compensation due in the Service Level Agreement. Delivery of the excess orders shall be provided as close as possible to the normal lead-times.
- 9.10 To the extent that Capacity ordered is below that stated in the first three (3) months of the Capacity Forecast (the current quarter), the shortfall in Capacity shall be paid in full as a pre-payment and credited against future Capacity subsequently ordered.
- 9.11 When a Capacity Forecast is updated subject to paragraph (9.3) above, the first three (3) months of the new Capacity Forecast shall not differ by more than  $\pm 20\%$  from the previous forecast over the same time period. If following the review in paragraph (9.4), the Parties accept a greater difference, and then the conditions of paragraphs (9.9 and 9.10) shall apply to the volume of Capacity which is more than  $\pm 20\%$  difference.

## **10. ORDERS FOR INTERCONNECT CAPACITY**

- 10.1 The Operator (the Requesting Party) wishing to order Capacity from Zain (the Supplying Party) shall submit an Order request form to the Supplying Party's contact as defined in the Service Plan. The order form shall state clearly the type of Interconnection required and the volume of Capacity requested and conform to the format defined in the Provisioning Manual.
- 10.2 The Supplying Party shall acknowledge the Order request within two (2) Working Days and within five (5) Working Days of receiving the request advise the Requesting Party if it agrees to provide the requested Capacity or if the order request is rejected.

- 10.3 If the Supplying Party agrees to provide the requested Capacity, the Order shall be confirmed and treated as a Valid Order. Subject to the ordered Capacity being within the Capacity Forecast, the Supplying Party shall provide the ordered Capacity with a Ready for Test Date according to the lead times in the Service Level Agreement in Appendix (1).
- 10.4 If the Valid Order requires a feasibility study, civil engineering work, planning permissions from municipal or government authorities or a site survey to be conducted, the Supplying Party shall, within fifteen (15) Working Days of the receipt of the order request, provide a Technical Solution for consideration of the Requesting Party. The Technical Solution shall give a plan of the work required, an estimated timescale for the Ready for Test Date, any obligations on the Requesting Party and shall outline all testing arrangements needed.
- 10.5 If the Supplying Party is unable to accept the order request because of a lack of information on the order request the Supplying Party shall discuss with the Requesting Party the additional information that is required.
- 10.6 If the Supplying Party rejects the order request and the Parties are unable to agree on the order for Capacity, the matter shall be raised as a Dispute.
- 10.7 If the Requesting Party accepts the Technical Solution including any specific terms and conditions contained within, including but not limited to charges, the Supplying Party shall deliver the Valid Order according to the Technical Solution. The Technical Solution shall be valid for thirty days from being made available to the Requesting Party.
- 10.8 Valid Orders can be for the following:
- Interconnection at new Interconnect Nodes, including Interconnection Link Extension
  - New types of Interconnect Links at existing Interconnect Nodes
  - New Traffic Route & Signalling on existing Interconnect Links
  - Additional transmission on existing Interconnect Links
  - Additional Capacity on existing Traffic Routes on existing Interconnect Links
  - Rearrangement of existing Capacity
  - Changes to call routing
- 10.9 Orders for Data Management Amendments to incorporate new Number Ranges shall be in accordance with the New Services Manual.

## **11. DELIVERY OF CAPACITY AND JOINT TESTING**

- 11.1 For Interconnection at a new Operator Interconnect Node, Zain shall advise the Operator of the level of inter-operability testing (if any) that is required. The extent of testing is dependent upon the type of Operator Switch (including software build level) and information available concerning testing conducted elsewhere or in-service operation of that switch type. All inter-operability testing shall be conducted after the testing of the Interconnection Links to the new Interconnect Node and before it is opened for carrying in-service traffic.
- 11.2 The Supplying Party providing Transmission Interconnect Links and Capacity to the other Party, shall conduct such testing (including but not limited to loop back tests) to

prove that Capacity supplied is at a Ready for Test state and ready for joint testing with the other Party.

- 11.3 When Capacity is delivered at a Ready for Test state the Supplying Party shall provide a certificate (the RFT certificate) confirming all work on the delivery of the Capacity is complete and when applicable define the level of joint testing that need to be conducted. Both Parties shall start joint testing within ten (10) Working Days of the date of the RFT certificate notification.
- 11.4 If the date on the RFT certificate is later than the standard lead time for the applicable Valid Order then penalties may be applicable according to the Service Level Agreement.
- 11.5. If the receiving Party is not ready to start joint testing within ten (10) Working Days of the date of the RFT Certificate, the Supplying Party shall not be subject to any penalties in the Service Level Agreement even if the Capacity was delivered at a later time than the standard lead time.
- 11.6 The Parties shall agree a date when join testing shall begin. If the receiving Party cancels planned testing with less than two (2) Working Days' notice that Party shall pay a penalty to the other Party of 10% of the applicable installation charge for the Capacity under test.
- 11.7 Joint tests shall be conducted to relevant ITU standards and include but not be limited to:
  - jitter and wander measurements complaint with ITU –T G823
  - frequency measurements and E1 frequency measurements compliant with ITU –T G703
  - error performance measurements, errored second ratio (ESR), severely errored second ratio (SESR) and background block error ratio (BBER) to be compliant with ITU –T G826
  - end to end bit error rate tests over 24 hours
  - signal to noise ratio
  - attenuation
  - insulation
  - loop tests
  - signalling tests compliant with ITU Q 781, 782, 784
  - Billing Tests to prove billing can work (test calls and test CDRs)
- 11.8 All testing procedures, relevant tests to be conducted, expected timescales for conducting tests and target performance for each test are given in the Testing Manual.
- 11.9 If any of the relevant joint tests do not meet the targets for those tests, the Parties shall agree on a failure report and follow the procedures stated in the Testing Manual. If the failure is only minor or limited in scope and can be corrected before the end of the agreed testing period the Parties shall agree on a retest. If the failure is significant and shown that the Supplying Party's equipment is at fault, the affected Capacity may be rejected and the Supplying Party shall take such action to rectify the problem and advise of a new date for joint testing. In such a case payment for the Capacity may be deferred. – see Annex (C). If the failure is due to the Requesting Party's System the joint testing shall be stopped and no penalties shall be paid even if the Supplying Party did not meet the lead times stated in the Service Level Agreement. Joint testing may resume when

the affected Party has corrected the fault in its System and the Parties have agreed on a new date to start joint testing.

- 11.10 When a new Interconnection Node has been interconnected the Parties agree there shall be a soft launch period of seven (7) consecutive Days. If during that period no significant problems or faults are encountered the Parties shall deem the new provision to be Ready for Service.
- 11.11 On completion of joint testing, commissioning and (when applicable) soft launching, the Receiving Party shall sign an Acceptance Certificate declaring that the Capacity is Ready For Service.

## **12. CAPACITY MANAGEMENT**

### **12.1 Capacity Removal**

- 12.1.1 If the Operator requires the removal of Capacity it has purchased, an order request identifying the Capacity and the date from which it is no longer required may be placed by that Party on Zain.
- 12.1.2 If the Operator requires the removal of Capacity purchased, then a written request shall be sent to Zain detailing the requirement and giving the reasons for its removal. If the Zain agrees to the removal of the Capacity it shall issue a removal order to the Operator. This Capacity will then be removed according to the timescale in Appendix (1) or such other date as the Parties may agree. agreement to a removal request shall not be withheld where it can be demonstrated that the requirement for the Capacity is supported by the current agreed Traffic Forecast. However.
- 12.1.3 A removal certificate shall be issued on completion of the removal work and the Network Plan updated accordingly. A charge shall be paid by the Operator as stated in the Zain Interconnection Services Price List as approved and amended by TRC from time to time.
- 12.1.4 agreement to remove Capacity can be refused if;
- (a) congestion is likely to be incurred by removal based on the latest traffic and grade of service measurements;
  - (b) The Capacity is used for both way working and traffic forecasts indicate potential congestion in the next twelve (12) months
- 12.1.5 If as a result of refusal in paragraph (12.1.4) the Parties cannot agree, the matter shall be treated as a Dispute.
- 12.1.6 If Capacity is removed before the twelve (12) months minimum period then rental shall be due until the minimum period has expired.
- 12.1.7 For the avoidance of doubt, if payment for Capacity provided and subsequently removed pursuant to this paragraph has not been made at the time of such removal such payment shall remain due and payable.

12.1.8 If the Operator requested removal of all Capacity (so that no traffic can flow between the Parties) this can be deemed to be reason for termination of the Agreement.

## **12.2 Reactive Capacity Planning**

12.2.1 The Parties shall through the Joint Technical Committee review their measurements of the traffic levels on their Interconnect Links and Traffic Routes and agree such action as necessary to minimize the impact of congestion on interconnect routes. Action may include modifications to traffic Routing Plans to harmonise traffic away from congested routes to less congested routes by 're-balancing', Capacity Re-arrangement or ordering additional Capacity on Routes.

12.2.2 The review of the Reactive Capacity Planning shall be an agreed plan to increase Capacity on specified Interconnect Links or Traffic Routes and where applicable the types of interconnect links. Any changes to forecasts shall also be included in the Capacity Forecast.

12.2.3 If as a result of a review of the Reactive Capacity Planning the Parties fail to reach an agreement on the actions to be taken to avoid network congestion, the matter shall be treated as a Dispute.

## **12.3 Capacity Rearrangement or Re-Routing**

12.3.1 A Party may request in writing Capacity re-arrangement, provide that the agreed Quality of Service is maintained, and the supplying Party shall carry out the necessary work in accordance with the timescales in Appendix (1).

12.3.2 On completion of a Capacity re-arrangement the original Capacity is deemed terminated and replaced by the rearranged Capacity. Charges for re-arrangement of Capacity are specified from time to time in the Zain Interconnection Services Price List as approved and amended by TRC from time to time.

## **12.4 Order Cancellation**

12.4.1 A Party may cancel an Order it has placed on the other Party for Capacity by giving written notification. A penalty for cancellation shall be paid to the Supplying Party as follows:

12.4.1.1 If the Order is cancelled within the first five (5) days of placing the Order there shall be no penalty payable.

12.4.1.2 If the Order is cancelled after the first five (5) days of placing the Order, but within two (2) weeks of the defined Ready for Test date a penalty shall be paid to recover the costs incurred by the Supplying Party, such a penalty shall be calculated as the actual costs incurred by the Supplying Party up to the date the notification of order cancellation was received.

12.4.1.3 If the Order is cancelled within two (2) weeks of the specified Ready for Test date the Requesting Party shall incur the full charge for the order as if delivered, including the charges for the minimum term, which in all cases should not be less than one year.

- 12.4.1.4 Any cancellation of an Interconnection requirement which occurs before the acceptance of a Technical Solution or a proposed order shall not attract a penalty.
- 12.4.1.5 Any orders for Capacity placed in the last ten (10) Working Days of a Quarter which bring the total Capacity orders up to the Capacity specified in the Capacity Forecast for the current Quarter - which are subsequently cancelled within ten (10) Working Days of placing those orders, shall not be included in the amount of Capacity ordered in that quarter. The shortfall of Capacity orders shall be treated according to the provisions of paragraph (9.10).

### **13. OPERATIONS AND MAINTENANCE**

- 13.1 Each Party is responsible for the operations and maintenance of its network. The Parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of circuits and network equipment related to interconnection in accordance with ETSI and ITU recommendations
- 13.2 Each Party shall keep the other Party informed at all times about planned interruptions, upgrades, and any other planned situation in its network which will affect the exchange of interconnect traffic between the Parties, including mass call events and necessary network traffic controls.
- 13.3 Details of all operational responsibilities and procedures are given in the Operations & Maintenance Manual.
- 13.4 The names and contact details of the persons responsible within each Party for fulfilment of its own obligations in relation to operations and maintenance actions shall be defined in the Service Plan. All changes in persons and contact details in the Service Plan shall be notified to the other Party in writing before such changes are effected.
- 13.5 Zain shall provide and operate a 24 hour contact at its Network Management Centre (NMC) to cover all aspects of traffic management, including but not limited to Call Gapping, fault reporting and repair and conduct real time surveillance of Interconnect traffic. The Operator shall have a 24 hour contact point provided in the Service Plan for Operations and Maintenance activities.

### **14. TRAFFIC & QUALITY OF SERVICE MANAGEMENT**

- 14.1 The Parties shall be responsible for regularly measuring and monitoring the traffic and Quality of Service on the Interconnect links between their Systems. Monitoring shall be conducted on a real time basis or as close as it is possible to a real time situation.
- 14.2 The traffic measurements shall be comprehensive and should cover at least a 7 day sequential period with a traffic profile over each day in 15 minute.
- 14.3 Measurements shall apply to all Interconnect Links and Traffic Routes and shall include but not limited to:

- (a) Bit Error Rates on Transmission
- (b) Link Utilisation
- (c) Busy hour Grade of Service – call attempts, Successful Call Attempts (including answered, unanswered and customer busy), and Unsuccessful Call Attempts (incomplete dialling, calls to unallocated numbers and technical faults in the network)
- (d) Blocking probability = Unsuccessful Call Attempts / total call attempts
- (e) ASR = Successful Call Attempts /total call attempts

- 14.4 The procedures for Quality of Service measurement are given in the Operations and Maintenance Manual.
- 14.5 The Parties shall provide Interconnection Services at same level of quality as for their own customers and not less than those given in the Service Level Agreement.
- 14.6 If the quality of service on an Interconnect Link falls below the target level, the affected Party shall inform the other Party. If the degradation is found to be continuous (i.e. not just transient) the Party who is failing to meet the target shall take such action as necessary to restore the target within one (1) month.
- 14.7 The Parties shall work together on Reactive Capacity planning to take action when interconnect links have either shown congestion at some time or traffic trends indicate that they are near to congestion.

## **15. NETWORK TRAFFIC CONTROLS**

- 15.1 The Parties shall, in good faith, co-operate with each other to minimize the impact of congestion in their System on the other Party's System.
- 15.2 A Party experiencing congestion, overload or a very large number of call attempts in its own System shall invoke network traffic controls to limit the effect on the other Party's System.
- 15.3 Network traffic controls shall include call gapping, specified alternative routing of traffic and other prioritization techniques. The procedure for invoking these controls is described in the Operations and Maintenance Manual.
- 15.4 The application of call gapping, which is a protective control, shall be applied automatically in case certain thresholds are exceeded and following discussions between the Parties in accordance with ITU exchange overload handling procedures.

## **16. MASS CALLS EVENTS**

- 16.1 A 'Mass Call Event' is defined as a planned period of high call volumes to a specific destination or set of destinations, e.g. a 'phone-in' to a 'telethon' type of event, or Tele-Voting.
- 16.2 The Parties agree to give each other as much advance notice as possible on any mass call events where there are a period of very high traffic levels over a specified period to a defined destination or set of destinations. Such mass calling events may be caused

by a tele-voting event, organised 'phone-in, or telethon organised by a Party's customers.

- 16.3 When any mass call event has been identified the Parties shall co-operate to ensure that additional network capacity is provided on a temporary basis, and/or routing controls are agreed to route traffic over overflow routes.
- 16.4 During a mass call event the Parties shall monitor their networks and if necessary implement network management controls to limit congestion.
- 16.5 Procedures for planning and managing mass call events are contained in the Operations and Maintenance Manual.

## **17. FAULT MANAGEMENT**

- 17.1 Each Party shall maintain its own fault reporting centre with 24 hour cover, which shall be responsible for handling the fault between the Systems, coordinating fault clearance (including escalations) within its own System and subsequently reporting the clearance of the fault to the other Party.
- 17.2 If a Party detects a possible fault which may affect the Interconnection of the Systems, it shall first advise the other Party that there is a potential fault. Such action should take place through telephone contact to the nominated contact point in the other Party as stated in the Service Plan within 15 minutes of first recognizing the possible fault.
- 17.3 The Party detecting a possible fault shall first take such action internally to determine the nature of the fault, identify its location and as far as possible prove it is a genuine fault. If the fault is in its own System that Party shall take such action to correct that fault and on clearing the fault advise the other Party.
- 17.4 When the Party is satisfied that it has taken all reasonable action to show there is a genuine fault affecting interconnection and it is either not wholly in its System or it is not sure of the exact location of the fault, it shall complete a Fault Report and send to the other Party according to the procedures in the Operations & Maintenance Manual.
- 17.5 Following submission of Fault Report the Parties shall:
  - (a) co-operate to identify the nature and location of the fault;
  - (b) exchange information relating to the nature of the fault
  - (c) conduct joint diagnostic tests, including but not limited to rolling back to earlier configurations;
  - (d) indicate if the fault is or is likely to be a Service Affecting Fault;
  - (e) agree an owner for the fault by one Party taking responsibility.
- 17.6 The agreed fault owner shall within one hour (or such other time as the Parties agree) advise the other Party if:-
  - (a) it has located or cleared the fault;
  - (b) it accepts ownership for clearing the fault;
  - (c) the fault is confirmed to be a Service Affecting Fault; and,

shall complete the fault response part of the Fault Report and return to the other Party.

- 17.7 The target times for repair of Service Affecting Faults are given in the Service Level Agreement in Appendix (1).
- 17.8 During the time that restoration of a Service Affecting Fault is taking place, the Parties may take such action through Network Traffic Controls to minimize the impact of the fault.
- 17.9 If a fault is not service affecting it may be given a lower priority and treated as a Routine Fault, the target repair time is given in Appendix (1). The Parties may agree that a Routine Fault be re-designated as a Service Affecting Fault and treated in accordance with paragraphs (17.6 and 17.7).
- 17.10 Once a fault has been repaired, the repairing Party shall advise the other Party by telephone that the fault has to the best of their knowledge been cleared ("clearance advice"). The fault closure section on the Fault Report form shall be completed and returned to the other Party. The fault shall be considered cleared when the Party affected by the fault has confirmed successful testing and restoration of service level has been achieved, such response shall take place within 2 hours of the clearance advice. For the avoidance of doubt, the time the clearance advice is provided is the time used when any performance against of repair service is being measured.
- 17.11 If a fault persists after a clearance advice has been issued, or if the fault is not repaired within a target time the fault may be escalated. The escalation procedure shall consist of three levels and is defined in the Operations & Maintenance Manual. Escalation contacts are in the Service Plan. The timescales for each level of escalation are given in the Service Level in Appendix (1).

## **18. PLANNED ENGINEERING WORKS**

- 18.1 The Parties agree to inform each other of any planned work to its System which may have an impact on Interconnection arrangements including service performance.
- 18.2 A Party wishing to conduct any planned engineering works shall notify the other Party's contact in the Service Plan at least 10 working days before the planned work providing specified details of the planned work including:
- (a) date, time, duration and completion date;
  - (b) type of work to be conducted;
  - (c) the nature of likely disturbance caused by the work;
  - (d) a reference number and contact for the work.
- 18.3 The Parties shall co-operate to minimise disruption of planned engineering work and shall, where possible, conduct the work during quiet or low traffic periods.
- 18.4 If the planned engineering work requires the action of both Parties such as joint testing, the Party requesting the work shall provide at least 5 working days notice and the requested Party shall respond within 2 working days of its agreement for such joint work.

- 18.5 Detailed procedures for implementing planned engineering work are given in the Operations and Maintenance Manual.

## **19. DATA MANAGEMENT AMENDMENTS**

- 19.1 Each Party shall build Number Ranges allocated by the TRC to the other Party in their respective Systems. In accordance with the Data Management Amendment procedure given in Appendix (4) of this Annex.

## **20. JOINT TECHNICAL COMMITTEE**

- 20.1 The Parties agree to form a Joint Technical Committee comprising of relevant technical experts from each Party to discuss and agree on the technical, operational, planning, billing and service aspects of the Interconnection. Each member of the Joint Technical Committee shall have the necessary authority to take decisions on matters covered by the committee.

- 20.2 The Joint Technical Committee should meet on a regular basis not less than twice a year and upon request in cases of emergency with the meetings planned in reasonable advance notice, Planned meetings should be scheduled to coincide with the presentation of traffic and Capacity forecasts. The meeting agenda shall be agreed by the Parties in advance and include, but not limited to the following items:

- (a) Need for new Points of Interconnection and potential timing of delivery.
- (b) forecasts of capacity
- (c) potential new service requirements
- (d) operational performance including faults reported and service quality
- (e) necessary Reactive Capacity Planning
- (f) Analysis of traffic levels
- (g) Analysis of service quality
- (h) Discussion and analysis of faults during the period since the previous meeting
- (i) Discussion of billing processes
- (j) Discussing preparations for coming special events, Mass Call Events and High traffic periods
- (k) Exchange the required information in case of any Service affecting or non-affecting failure and setting the required procedures to report and solve the problems
- (l) keeping the Network Plan up to date

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## **ANNEX A**

### **APPENDIX 1: SERVICE LEVELS**

#### **1. GENERAL**

- 1.1 This Appendix sets out the Service Levels that the provider of the services supplied under the Agreement agrees to provide.
- 1.2 The Service Levels covers four specific areas:-
  - Provision of Interconnect Links and Capacity
  - Availability of Interconnect Links Provided
  - Fault repair timescales
  - Quality of Service measures
- 1.3 For each area there are targets against which performance of the provider is measured. Where applicable compensation and penalties will only apply if the failure to meet the targets is entirely due to the provider.
- 1.4 None of the targets shall be applicable in cases which involve force majeure or in the case of significant factors outside the control of the provider
- 1.5 The penalties and compensation shown are applicable to both Parties.

#### **2. DELIVERY LEAD TIMES FOR INTERCONNECTION LINKS AND CAPACITY**

- 2.1 All lead times quoted in this Service Level are for the supply of services to the Ready for Test state.
- 2.2 The lead times shall start on receipt of a valid order for Capacity, Facilities or a request for a new service.
- 2.3 Zain's commitment to deliver within the lead times outlined below, and to pay the relevant compensation for late delivery shall only apply to services ordered in accordance with the procedure for ordering and provisioning set out in Annex (A) and the Provisioning Manual, and within the Capacity Forecast provided by the Operator under the procedure set out in Annex (A).
- 2.4 If the provision of Interconnect Links or Facilities requires a Party to obtain civil approvals for construction work or radio spectrum allocation from the TRC or other similar source then the lead times for the relevant order shall not apply and no compensation shall be due.



<b>PROVISION OF ALL ORDER TYPES</b>	<b>LEAD TIME TO RFT</b>	<b>COMPENSATION IF RFT DATE IS MISSED</b>
Initial Interconnection	as notified in Technical Solution (max 6 months)	10% of installation charge for each whole week in delay
Provision of CSI or Extension Circuit to new Interconnect Node	80 Working Days	15% of installation charge for each whole week in delay
Additional Transmission on existing Transmission Interconnect Links	30 Working Days	15% of installation charge of additional Capacity ordered for each whole week in delay
Additional C7 Signalling on existing Transmission Interconnect Links	30 Days	20% of installation charge of additional Capacity ordered for each whole week in delay
Additional 2Mbit/s Interconnect Path and Capacity on existing Transmission Interconnect Link (no new transmission or signalling needed)	12 Working Days	25% of Installation charge for each whole week in delay
Re-arrangement of Capacity on existing Transmission Interconnect Link	12 Working Days	25% of Rearrangement charge for each whole week in delay
Removal of Capacity	12 Working Days	No compensation applicable
Adding a new Operator's Service	As advised according to para 11.7 of main body	Compensation only if more than 1 month in delay
Adding a new Operator Number Range for which a Schedule is available (i.e. Service is available on request)	12 Working Days	None because there is no data build charge
Adding additional Number Ranges to existing Services	12 Working Days	None because there is no data build charge

2.5 For the avoidance of doubt any compensation payable for Capacity or Transmission Interconnect Links planned to carry both-way traffic shall be based on the actual installation charge that is charged.

**3. AVAILABILITY OF INTERCONNECT LINKS**

3.1 The availability of in service Interconnect Links is measured over a period of 3 months and conducted quarterly beginning on each Quarter Day. For newly provided Interconnect Links measurements for the purposes of calculating service performance in this Annex shall begin at the next Quarter Day after they have been in Service for a full 3 months.

3.2 If there have been any interruptions of availability of Interconnect Links, caused by planned engineering works or other joint activities such as testing which necessitated

taking Interconnect Links out of service, then for the period when such interruptions took place shall not count towards the measured availability below.

MEASURED AVAILABILITY	COMPENSATION
99.98% or better	None
Between 99.0 and 99.98%	2 days rental refunded
Between 98.0 and 99.0%	5 days rental refunded
Between 95.0 and 98.0%	10 days rental refunded
Between 90.0 and 95.0%	20 days rental refunded
Below 90%	Full quarters rental is refunded

#### 4. FAULT REPORTING & REPAIR

- 4.1 The following targets and compensation is only applicable if a fault has been reported in accordance with paragraph (17) of Annex (A). and the fault is clearly due to the other Party.
- 4.2 The time and date of the fault clearance advice provided by the repairing Party shall be used in measuring performance against the target.

FAULT	TARGET	COMPENSATION IF DELAY
Repair of Service Affecting Faults where there is an outage on an Interconnect Link shown to be due to Zain	4 hours from receipt of Fault Report	Rental of the affected Interconnect Link or Links for each day or part thereof until the fault has been repaired
Repair of Routine Faults shown to be due to Zain including faults which have caused a degradation of service performance	1 Week	No compensation payable

4.3 The escalation times for the three levels of escalation are:-

Fault type	Maximum Time for Escalation (Commencing after the Response Time)		
	First Level	Second Level	Third Level
Service Affecting Fault	4 (four) hours	6 (six) hours	8 (eight) hours
Routine Fault	16 (sixteen) hours	24 (twenty-four) hours	30 (thirty) hours

#### 5. QUALITY OF SERVICE MEASURES

- 5.1 The QOS for Transmission shall be the Bit Error rate (BER).
- 5.2 The target BER on the transmission network should be  $<10^{-6}$
- 5.3 The target BER for an Interconnect Path in service shall be  $< 10^{-8}$



5.4 The Grade of Service of provided Interconnect Paths shall be:

Blocking probability 0.1%  
Blocking probability Air interface 2%

5.5 The target Answer Seize Ratio (ASR) shall be 92%

5.6 E1-Links utilization (normal) shall be 75%

5.7 E1-Links utilization (critical) shall be 85%



## **ANNEX A**

### **APPENDIX 2: PROVISION OF NETWORK INFORMATION**

#### **1. ZAIN NETWORK INFORMATION**

1.1 Zain shall provide to the Operator the following information describing its network subject to the conditions in paragraph (17) of the main body of this Offer :

1.1.1 Names and addresses of Zain Exchanges where Interconnection is offered;

1.1.2 Details of the switches and software builds;

1.1.3 Mobile Number Ranges in use ;

1.1.5 A map showing the geographical locations of Zain Exchanges;

1.2 Zain shall provide updates to this information when any information has changed.

#### **2. OPERATOR NETWORK INFORMATION**

2.1 The Operator shall provide on request to Zain the following information describing its network subject to the conditions in paragraph (17) of the main body of this Offer:

2.1.1 Names and addresses of Operator Exchanges where Interconnection is required;

2.1.2 Details of the switches and software builds for those Operator Exchanges;

2.1.3 Number Ranges implemented on each Operator Exchange;

2.1.4 Signalling point codes allocated by the TRC, and when applicable the CCS#7 signalling system user part used in the Operator System.

2.2 The information provided by the Operator shall be limited to that necessary for the purposes of facilitating Interconnect between the Parties Systems

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## ANNEX A

### APPENDIX 3: CONTENT OF NETWORK PLAN

1. The Parties shall jointly develop and keep up to date a Network Plan.
2. The Network Plan shall contain:-
  - A diagram showing Interconnect Nodes for each Interconnect Link
  - Routing arrangements on Interconnect links
  - Signalling Links
  - Routing Plan showing Traffic Types on each Traffic Route
  - Signalling Plan showing resilience
  - Operator Number Ranges implemented or planned for implementation
  - Interconnect Links established and planned
  - Installed Capacity (interconnect Paths) on each Interconnect Link with RFT and RFS/date entered service
  - Ordered Capacity on each Interconnect link giving the RFT dates
  - Capacity Forecast
  - Traffic Forecast
  - Plans for any new Points of Interconnection
3. Other information may be included in the Network Plan with the Agreement of both Parties.

---

## **ANNEX A**

### **APPENDIX 4: DATA MANGEMENT AMENDMENTS**

#### **1. INTRODUCTION**

- 1.1 This Appendix applies to Data Management Amendments requested by a Party (the "Requesting Party") to change the data in Exchanges in the System of the other Party (the "Changing Party").
- 1.2 The Parties shall agree on the charges incurred for implementing Data Management Amendments provided for the other Party. However, changes required to activate new number ranges allocated or amended by the TRC shall be carried out on a free of charge basis.
- 1.3 The Parties shall endeavour to minimise the number of Data Management Amendments in each other's' Systems by minimising the level of digit analysis carried out in their respective networks to that required to ensure efficient call routing and provide agreed billing.

#### **2. NUMBERING REQUIREMENTS**

- 2.1 Requests for Data Management Amendments submitted by the Requesting Party to the Changing Party may be for the following:
  - 2.1.1 opening access for a new mobile Number Range;
  - 2.1.2 to remove a Number Range or which is already built in a network;
  - 2.1.3 to alter a charging band for retail services.

#### **3. ORDERS FOR DATA MANAGEMENT AMENDMENTS**

- 3.1 The Requesting Party shall submit to the Changing Party a written request for a Data Management Amendment using the appropriate form and specified pre-requisites in the New Services Manual to provide the Changing Party with the information necessary to enable it to produce an implementation programme.
- 3.2 The Changing Party shall acknowledge receipt of the order for a Data Management Amendment within three (3) Working Days of the receipt of the order.

#### **4. IMPLEMENTATION PROCESS**

- 4.1 On receipt of a request submitted by the Requesting Party to make a Data Management Amendment, the Changing Party shall, subject to paragraphs (4.3, 4.4 and 4.5), complete the implementation programme in a lead time in accordance with the Service Level Agreement in Appendix (1).
- 4.2 The Parties may, on an occasional basis, agree a shorter timescale.
- 4.3 Exceptionally, if the Changing Party is unable to meet a requested date, it shall notify the Requesting Party as soon as practical and the Parties will enter into good faith negotiations to agree an alternative date.
- 4.4 If the Requesting Party requests data changes which are dependent upon the provision or rearrangement of any network elements or capacity in either Parties Systems, or involve a series of other dependent data changes, the Parties shall agree on an implementation programme with a completion date consistent with the requirements of such dependent actions.
- 4.5 The completion of the work in the implementation programme is dependent upon:
- 4.5.1 the Parties having signed any Schedules to the Agreement to implement the Number Ranges;
  - 4.5.2 The Requesting Party has provided written confirmation to the Changing Party that the Number Range has been allocated to them by the TRC;
  - 4.5.3 the Requesting Party has provided test facilities (including but not limited to test lines, and announcements or tones) to prove the changes have been successfully completed;
  - 4.5.4 the Requesting Party has provided a routing plan describing the required routing for the Calls to the service relating to the Data Management Amendment.
  - 4.5.5 there is sufficient Capacity which is ready for service or with a Ready For Service date before the date for completion of the implementation programme.
- 4.6 On completion of the implementation programme the Changing Party shall give written confirmation to the Requesting Party of completion of the full implementation programme.

## ANNEX B TECHNICAL SPECIFICATIONS

1. Except as otherwise agreed in writing the Parties shall adhere, as far as possible, to the appropriate ITU and ETSI technical standards related to interconnection interfaces, detailed as follows:
  
2. Appropriate ITU-T technical standards may include but are not limited to:
  - a. G.111 Loudness Ratings in an International Connection
  - b. G.113 Transmission Impairments.
  - c. G.121 Loudness Ratings of National Systems
  - d. G.122 Influence of National Systems of Stability, Talker Echo and Listener Echo In International Connections
  - e. G.123 Circuit Noise in National Circuits
  - f. G.131 Stability and Echo
  - g. G.151 General Performance Objectives Applicable to all Modern International and National Extension Circuits
  - h. G.165 Echo Cancellers
  - i. G.473 Interconnect of a Maritime Mobile Satellite System with the International Automatic Switched Telephone Service Transmission Aspects
  - j. G.703 Physical/ Electrical Characteristics of Hierarchical Digital Exchanges
  - k. G.704 Synchronous Frame Structures used at Primary and Secondary Hierarchical Levels
  - l. G.706 Frame Alignment and Cyclic Redundancy Check (CRC) Procedures Relating to Basic Frame Structures Defined in Rec. G704
  - m. G.711 Pulse Code Modulation (PCM) of Voice Frequencies
  - n. G.712 Performance Characteristics of PCM Channels between 4-wire Interfaces at Voice Frequencies
  - o. G.811 International Connections Terminating on Synchronous Network Nodes
  - p. G.812 Clause 2.2.3 (Holdover Operation)
  - q. G821 Error Performance of an International Digital Connection forming part of an Integrated Services Digital Network
  - r. G.823 The Control of Jitter and Wander within Digital Networks which are based on the 2048 kbit/s Hierarchy
  - s. G.826 Error Performance Parameters and Objectives for International Constant Bit Rate Digital Paths At or Above the Primary Rate
  - t. G.921 Digital Sections Based on the 2048kbit/s Hierarchy

- u. O.151 Error Performance Measuring Equipment for Digital Systems at the Primary Bit Rate and above
- v. O.152 Timing Jitter Measuring Equipment for Digital Systems
- w. P.11 Effect of Transmission Impairments
- x. P.16 Subjective effects of Direct Crosstalk; Thresholds of Audibility and Intelligibility
- y. P.76 Determination of Loudness rating; Fundamental principles
- z. Q.522 Section 2.12 Bit Patterns Generated by the Exchange in Idle Channel Time Slots
- aa. Q.551 Transmission Characteristics of Digital Exchanges
- bb. Q.554 Transmission Characteristics at Digital Interfaces of a Digital Exchange
- cc. Q.700 Introduction to ITU-T Signalling System No.7
- dd. Q.701 Functional Description of the Message Transfer Part (MTP) of Signalling System No.7
- ee. Q.702 Signalling Data Link
- ff. Q.703 Signalling System No.7 - Signalling Link
- gg. Q.704 Signalling System No.7 - Signalling Network Functions and Messages
- hh. Q.705 Signalling System No.7 - Signalling Network Structure
- ii. Q.706 Signalling System No.7 - Message Transfer Part Signalling Performance
- jj. Q.707 Testing and Maintenance
- kk. Q.767 Application of the ISDN User Part of ITU-T Signalling System No.7 for International ISDN Interconnections
- ll. Q.780 Signalling System No.7 Test Specification General Description
- mm. Q.781 Signalling System No.7 - MTP Level 2 Test Specification
- nn. Q.782 Signalling System No.7 - MTP Level 3 Test Specification
- oo. Q.784 ISUP Basic Call Test Specification
- pp. Q.785 ISUP Protocol Test Specification for Supplementary Services

3 Appropriate ETSI technical standards may include but are not limited to:

- a. ETS 300 008 Integrated Services Digital Network (ISDN); ITU-T Signalling System No.7; Message Transfer Part (MTP) to Support International Interconnection
- b. ETS 300 121 Integrated Services Digital Network (ISDN); Application of the ISDN User Part (ISUP) of ITU-T Signalling System No.7 for International Interconnection (ISUP Version 1)

- c. ETS 300 132 Power Supply Interface at the Input to Telecommunications Equipment
  - d. ETS 300 019 1-3 Environmental Conditions & Environmental Tests for Telecommunications Equipment, Part 1-3: Classification of Environmental Conditions - Stationary Use at Weather-Protected Locations
  - e. ETS 300 246 ONP Technical Requirements: 2048kbit/s Digital Unstructured Leased Line (D2048U) Interface Presentation
  - f. ETS 300 247 ONP Technical Requirements: 2048kbit/s Digital Unstructured Leased Line (D2048U) Connection Characteristics
  - g. ETS 300 248 ONP Technical Requirements: 2048kbit/s Digital Unstructured Leased Line (D2048U) Terminal Equipment Interface
  - h. ETS 300 303 Integrated Services Digital Network (ISDN); ISDN - Global Systems for Mobile Communications (GSM) Public Land Mobile Network (PLMN) Interface
  - i. ETS 300 386-1 Public Telecommunications Network Equipment EMC Requirements Part 1: Product Family Overview, Compliance Criteria and Test Levels
4. The Parties shall cooperate to abide by the appropriate applicable technical standards from the above in implementing the Interconnection Services.
  5. The Parties shall provide at least (6) months notice to each other in case of any modifications to the technical standards related to interconnection interfaces.
  6. The Parties shall collaborate together to overcome any technical problems.
  7. Zain may offer the Operator a G.811 quality reference clock for synchronization purposes.
  8. The Parties shall adhere to the precision reference clock synchronization quality.

## ANNEX C BILLING & PAYMENTS

### 1. DEFINITIONS

In this Annex a reference to a paragraph, unless stated otherwise, is to a paragraph of this Annex. Except if the context requires otherwise, any capitalised words and expressions are as defined in Annex (E).

### 2. BILLING INFORMATION

- 2.1 The Billing Party shall provide sufficient information to back up all invoices submitted so that validation can be conducted by the non-billing Party.
- 2.2 Billing shall be conducted on a monthly basis (the "Billing Period") commencing on 00:00:00 hours on the 1<sup>st</sup> day of each calendar month and ending at 24:00:00 hours on the last day of the same month.
- 2.5 The Parties shall co-operate on all billing matters through specified contacts in their respective departments, such contacts being provided in the Service Plan.
- 2.6 For charging and accounting purposes, calls shall be considered to fall entirely within the Charge period in which they started.

### 3. BILLING OF CALL CONVEYANCE

- 3.1 Each Party shall for those Calls for which it is the Billing Party, collect data for each individual Call, record that information and process in accordance with paragraph (3.2), such information being the Billing Information.
- 3.2 Billing Information shall be provided for each Call for which there is an entry in the Zain Interconnection Price List and where applicable the Operator Price List.
- 3.3 Billing Information shall contain as a minimum the following information derived from Call Detail Records (CDRs) (including where applicable intelligent network CDRs and MSC CDRs).
  - a) A party.
  - b) B party.
  - c) C party (when applicable)
  - d) Chargeable Call Duration
  - e) Start date & time
  - f) MOC (Mobile Originating Call) & MTC (Mobile Terminating Call)
  - g) Identity of the Interconnect Link or Traffic Route (trunk group)
  - h) IMSI number (International Mobile Subscriber Identification) if available.
- 3.4 The unit used for charging and settlement of call conveyance bills shall be one second of Chargeable Call Duration.

- 3.5 The format of Billing Information for conveyance (sometimes referred to as Interconnection Usage Reports) is described in the Billing Manual, such format being sufficient to allow recalculation of the amounts due between the Parties, and shall be exchanged between the Parties in the manner specified in the Billing Manual.
- 3.6 The Parties shall keep an archive of Billing Information for a period of twenty four (24) months to allow recalculation of amounts due from one Party to the other.
- 3.7 In the event of Billing Information not being available to a Party in time to produce an invoice in a given Billing Period, the Parties agree that an invoice may be produced based on historical traffic taking into consideration any applicable seasonal effect. The Billing Party must advise the billed Party that an invoice is an estimated invoice together with the justification for using the estimated amounts. Final clearing of estimated invoices, must take place within three (3) months of the date of issue of the estimated invoice.
- 3.8 If due to system malfunction a Billing Party is unable to provide Billing Information and prepare an invoice, the other Party shall at the request and reasonable expense of the Billing Party use its reasonable endeavours to supply the missing Billing Information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the other Party to the Billing Party. Zain and the Operator acknowledge that Billing Information supplied by the other Party pursuant to this clause 3.10. shall have been supplied via a suitable system and that neither Zain nor the Operator can warrant that the information is free of error.

#### **4. EXCHANGE OF CONVEYANCE BILLING INFORMATION**

- 4.1 The Parties agree to freely exchange Billing Information, particularly to help reconcile any differences in data and shall work together in good faith during any Interconnection Billing Reconciliation Process as in paragraph (8), where appropriate taking more frequent measurements of Call records and other relevant information.
- 4.2 The Parties agree that, provided the discrepancies in Billing Information recorded by their respective billing systems amount to less than 3% of the total invoice as net set - off between the Parties for a Billing Period and the amount does not exceed JD 50,000, the matter shall not be raised as a dispute under the billing reconciliation process in paragraph (8).
- 4.3 The Parties agree to conduct audits of Billing Information and processes twice a year. If the audits or general exchange of Billing Information indicates a persistent small inconsistency in reconciling Billing Information, the Parties shall use their reasonable endeavours to investigate and resolve the differences. If after such investigations the Parties are unable to resolve the problem, the Parties agree to refer the matter to an independent consultant being an impartial practising chartered accountant(s) of not less than 10 (ten) years standing, who shall act as expert and not arbitrator. The Parties shall co-operate in this investigation and the consultant's costs shall be paid by the Parties in such proportions as the consultant shall decide.



## **5. BILLING OF CAPACITY , INTERCONNECT LINKS**

- 5.1 The billing of Capacity, Interconnect Links, is subject to the following terms.
- 5.2 Charges for Capacity and Interconnect Links are given in the Zain Interconnection Services Price List as approved and amended by TRC from time to time. Charges or charging principles for other specified services which do not have a standard charge, are contained in the relevant Schedules
- 5.3 The basis of charging is a one off installation charge and an annual rental which unless otherwise stated shall be paid quarterly in advance. The installation charge for a new Point of Interconnection shall be paid in two installments the first being paid on acceptance of the Order by the Supplying Party and shall amount to 20% of the total installation charge quoted in the Technical Solution, the remaining 80% shall be payable on the earlier of one (1) month after the Ready for Test date or Ready for Service.
- 5.4 The minimum term is 1 year (unless otherwise stated in a Schedule), any removal within a year shall still attract a full year rental.
- 5.5 Charges shall become due one (1) month after Capacity has been delivered Ready for Test, or if earlier, the Ready for Service Date following successful joint testing.
- 5.6 To the extent that cost sharing of charges applies on Interconnect Links, the amounts to be invoiced shall be in line with conditions stated in the applicable Schedule. If there is any retrospective adjustment necessary following any reassessment of traffic on Interconnect Links the amount overpaid or underpaid shall be adjusted in the next Billing Period.
- 5.7 Invoices may be prepared for the next Billing Period in line with procedures in the Billing Manual.
- 5.8 Payments of penalties may be invoiced immediately.

## **6. INVOICES**

- 6.1 At the end of each Billing Period the Billing Party shall submit to the other Party, invoices for charges for Interconnection Services which the Billing Party is entitled to charge the other Party during such Billing Period.
- 6.2 The Parties shall hand deliver, 2 (two) copies of any invoice in original form pertaining to Interconnection Services to the other. The Party receiving the invoice shall sign and date the duplicate copy as proof of delivery, which shall be returned to the Billing Party.
- 6.3 All charges payable under the Agreement shall be calculated in accordance with this Annex (C) and at the rates specified in the Zain Interconnection Services Price List as approved and amended by TRC from time to time and the Operator Price List, when applicable. Invoices raised pursuant to the Agreement shall be paid in accordance with paragraph (12) of the main body of this Offer.



- 6.4 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of despatch of that invoice.
- 6.5 Invoices shall conform to the formats in the Billing Manual. The detailed process and timing for dispatch of invoices between the Parties is also given in the Billing Manual.

## **7. PAYMENT**

- 7.1 All payments must be made by cheque or electronic transfer directly to the nominated account(s) of Zain or the Operator.
- 7.2 Except for disputed amounts being processed in accordance with the billing disputes process, if a Party fails to pay any interconnect invoice amount five (5) working days after the Due Date, which is thirty (30) Days from the date of the dispatch of the invoice, the Operator shall begin to incur interest on the outstanding amount at the Default Interest Rate (the maximum rate permitted by the Jordanian Laws) to be calculated from the Due Date.

## **8. BILLING RECONCILIATION AND BILLING DISPUTES**

- 8.1 In the event that one Party (the disputing Party) disputes the accuracy of an invoice delivered under the Agreement, the disputing Party shall notify the other Party by submitting a request for recalculation of that invoice within two (2) weeks from the date of receipt of that invoice. Details of the amounts disputed with reasonable back-up evidence shall be provided. The relevant contacts from both Parties (as defined in the Service Plan) shall meet within two (2) weeks from receiving the request for calculation as the Joint Technical Committee in order to reconcile the reports. The Parties shall cooperate and use all reasonable endeavors to resolve the problem. The procedure for conducting recalculation and resolution is given in the Billing Manual.
- 8.2 If, pursuant to a dispute between the Parties, either Party has notified the other of a billing dispute relating to such invoice and such dispute has not been resolved before the Due Date, and if the amount in dispute represents less than 3% of net amount (excluding taxes), of the relevant invoices, the amount of dispute shall be split between the Parties on 50%-50% basis. The amount of invoices less the Operators' share of the disputed amount shall be due and payable on the Due Date.
- 8.3 If, pursuant to a dispute between the Parties, either Party has notified the other of a billing dispute relating to such invoice and such dispute has not been resolved before the Due Date, and if the amount in dispute is equal to or more than 3% of net amount or equal to or exceeds the amount of (JD 50,000) (excluding taxes), of the relevant invoices, the amount, less the disputed amount, shall be due and payable on the Due Date.
- 8.4 Time to reach a final reconciliation of any invoice in dispute is 3 months from the date of receipt of the request for calculation subject to Jordanian Tax Regulations. If a resolution is not reached, the matter shall then be resolved according to the formal dispute process referred to herein.



## **9. BILLING SERVICES**

The Parties may agree that Zain provide Billing Services to the Operator if required on commercial terms provided that this is technically feasible.



## **ANNEX D: SCHEDULES**

### **INDEX OF SERVICE SCHEDULES**

<b>SCHEDULE NUMBER</b>	<b>TITLE</b>
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#### **ZAIN TERMINATING CONVEYANCE SERVICES**

100	National Voice Calls Termination To The Zain Mobile Number Ranges Of Zain System
101	Voice Calls Termination To The Zain Geographic Number Ranges Of Zain System
102	International Voice Calls Termination To The Zain Mobile Number Ranges Of Zain System

**ANNEX D**

**SCHEDULE 100**

**NATIONAL VOICE CALLS TERMINATION TO THE ZAIN MOBILE NUMBER RANGES OF ZAIN SYSTEM**

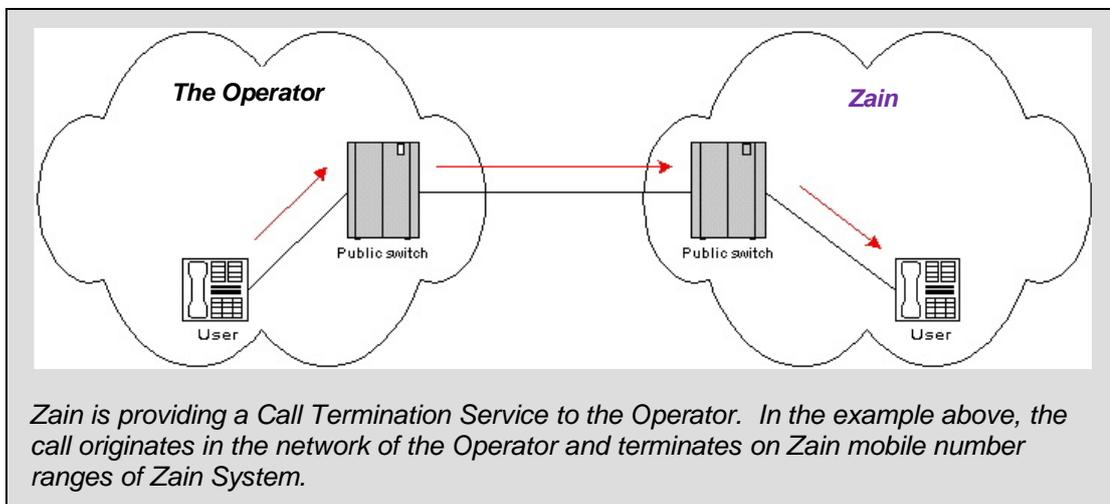
**1. DEFINITIONS**

1.1 In this Schedule, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Annex (E), except as shown below:

**“Zain National Traffic”** a national voice Call handed over from the Operator System to the Zain System for termination on a Zain mobile number ranges.

**2. DESCRIPTION OF SERVICE**

2.1 Subject to the provisions of this Schedule, Zain shall convey Zain National Traffic handed over from the Operator System to the Zain System for termination on Zain mobile number ranges.



2.2 For the avoidance of doubt the following Call types are not conveyed pursuant to this Schedule :

Zain Directory Enquiry Service Calls

2.3 Zain National Traffic shall be included in the Traffic Forecast in accordance with Annex (A).



- 2.4 The Parties shall agree in advance on all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls for the Services.
- 2.5 Each Party shall correct faults which occur in its System which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its System is, or will be, free from faults.
- 2.6 Zain shall convey Calls at the same standard and quality of service as Zain conveys similar Calls.
- 2.7 The Operator shall order from Zain separate E1 interconnection links for traffic based on national origin and international origin and convey such traffic separately on the above-mentioned separate E1 interconnection links to Zain network. The Operator shall not convey international traffic on the E1 interconnection links that are dedicated for national traffic or vice-versa.
- 2.8 All traffic in the interconnection links dedicated for national traffic must all carry the correct National Caller ID (CLI) of the calling party.

### **3. ROUTING**

- 3.1 The conveyance of all Zain Voice Calls shall be in accordance with the routing principles specified in Annex (A).

### **4. PRE-REQUISITES**

Zain shall not be obliged to supply the service unless and until:

- 4.1 Customer Sited Interconnect Link Service is established;
- 4.2 The parties have established a Point of Interconnection at which the parties agree that the Operator is to handover Telephone Calls to Zain network for termination to the Zain Number Ranges of Zain System.
- 4.3 The parties have successfully completed any pre-commissioning testing requirements set out in the Operation and Maintenance Manual

### **5. CHARGING**

- 5.1 For the conveyance of each Zain Voice Call, by Zain, the Operator shall pay Zain a charge calculated in accordance with the rate for such a Call specified in the Zain Interconnection Services Price List as amended from time to time and approved by TRC.

## ANNEX D

### SCHEDULE 101

#### VOICE CALLS TERMINATION TO THE ZAIN GEOGRAPHIC NUMBER RANGES OF ZAIN SYSTEM

#### 1. DEFINITIONS

- 1.1 In this Schedule, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Annex (E), except as shown below:

**“Zain Geographic Number Ranges Voice Call”** a voice Call handed over from the Operator System to the Zain System for termination on any terminal equipment served by the Zain system.

#### 2. DESCRIPTION OF SERVICE

- 2.1 Subject to the provisions of this Schedule, Zain shall convey Zain Voice Calls handed over from the Operator System to the Zain System to any terminal equipment served by the Zain System.
- 2.2 For the avoidance of doubt the following Call types are not conveyed pursuant to this Schedule :
- Zain Directory Enquiry Service Calls
- 2.3 Zain Geographic Number Ranges Voice Call shall be included in the Traffic Forecast in accordance with Annex (A).
- 2.4 The Parties shall agree in advance on all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls for the Services.
- 2.5 Each Party shall correct faults which occur in its System which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its System is, or will be, free from faults.
- 2.6 Zain shall convey Calls at the same standard and quality of service as Zain conveys similar Calls.

#### 3. ROUTING

- 3.1 The conveyance of all Zain Geographic Number Ranges Voice Call shall be in accordance with the routing principles specified in Annex (A).



#### **4. CHARGING**

- 4.1 For the conveyance of each Zain Geographic Number Ranges Voice Call, by Zain, the Operator shall pay Zain a charge calculated in accordance with the rate for such a Call specified from time to time in the Zain Interconnection Services Price List as approved and amended by TRC from time to time.

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## ANNEX D

### SCHEDULE 102

#### INTERNATIONAL VOICE CALLS TERMINATION TO THE ZAIN NUMBER RANGES OF ZAIN SYSTEM

##### 1. DEFINITIONS

- 1.1 In this Schedule, a reference to a paragraph or Appendix unless stated otherwise, is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Annex E, except as shown below.

**“Zain International Call”** a call inbounds from an Authorised International System inbounds to Jordan via the Operator System and handed over to the Zain System for termination on Zain number ranges

##### 2. DESCRIPTION OF SERVICE

- 2.1 Subject to the provisions of this Schedule, Zain shall convey Zain International Calls handed over from the Operator System to the termination on Zain number ranges of the Zain System.
- 2.2 The following Call types shall not be conveyed by Zain pursuant to this Schedule:
- Voice Calls originated in Jordan.
  - Zain Directory Enquiry Service Calls.
- 2.3 Zain International Calls shall be included in the Traffic Forecast in accordance with Annex A.
- 2.4 The Parties shall agree in advance on all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls for the Services.
- 2.5 Each Party shall correct faults which occur in its System which affect the conveyance of Calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its System is, or will be, free from faults.
- 2.6 Zain shall convey Calls at the same standard and quality of service as Zain conveys similar Calls.
- 2.7 If the quality of a Zain International Call is found to be of a poor quality which is likely to result in complaints from Zain's Customers, Zain may take steps to notify its customers of the poor quality Calls it is receiving in its System. Zain may also request the Operator to ensure that the origin of such poor quality Calls is identified and action is taken directly with the originator. If persistent poor quality Calls are handed over Zain reserves the right to negotiate with the Operator to stop sending such Calls from the source. Poor



quality shall include but not be limited to: poor sound quality, persistent echoes on the line, delays in transmission etc..

### **3. ROUTING**

- 3.1 The conveyance of all international calls to the Zain mobile number ranges shall be in accordance with the routing principles specified in Annex A.
- 3.2 CLI shall be provided where this is available from the Authorised International System; the CLI of the originating country must be provided.

### **4. PRE-REQUISITES**

Zain shall not be obliged to supply the service unless and until:

- 4.1 Customer Sited Interconnect Link Service is established;
- 4.2 The parties have established a Point of Interconnection at which the parties agree that the Operator is to handover Voice Calls to Zain network for termination to the Zain number ranges of Zain System.
- 4.3 The parties have successfully completed any pre-commissioning testing requirements set out in the Operation and Maintenance Manual

### **5. CHARGING**

- 5.1 For the conveyance of each international calls to the Zain number ranges, by Zain, the Operator shall pay Zain a charge calculated in accordance with the rate for such a Call specified in the Zain Interconnection Services Price List as amended from time to time and approved by TRC.

## ANNEX E

### DEFINITIONS

In this Offer, words and expressions have the following meanings:

<b>“Agreement”</b>	means the Interconnection Agreement signed by the Parties;
<b>“Annex”</b>	annex A, B, C, D or E attached to this Offer;
<b>“Answer Signal”</b>	a signal required by the originating network to confirm that an end to end transmission path has been successfully established with the number called by the originating caller;
<b>“Appendix”</b>	an Appendix to an Annex of this Offer;
<b>“ASR”</b>	the Answer Seize Ratio expressed as a percentage of the Successful Call Attempts compared to the total Call attempts (including Unsuccessful Call Attempts); for more clarity Successful Call Attempts shall include answered Calls, busy Calls and no answer Calls;
<b>“Authorised International System”</b>	an international telecommunications operator authorised to operate telecommunications services in the relevant country;
<b>“Billing Dispute”</b>	a dispute when reconciliation of Billing Information has not been achieved by the Parties pursuant to Annex (C);
<b>“Billing Information”</b>	information provided by one Party to the other pursuant to Annex (B) to assist in billing



	reconciliation, including but not limited to Interconnect Usage Reports;
<b>“Billing Period”</b>	the period of a calendar month beginning at 00.00 hours on the first day of a month;
<b>“Billing Services”</b>	a service provided by Zain at the request of the Operator where Zain provides the billing on behalf of the Operator;
<b>“Call”</b>	a transmission path established through the Parties’ Systems by which messages can be passed from an originator and delivered through conveyance to a called number so that content within the voice band can be exchanged between the originator and the called number (the called number may be a terminal or a network platform provided that an Answer Signal is provided);
<b>“Call Attempt”</b>	an attempt to set up a Call;
<b>“Call Detail Records or CDR”</b>	a record of all details of a Call which is used for billing or statistical purposes;
<b>“Capacity”</b>	capacity providing access into a Party’s Network at an Interconnect Node in units of 2Mbit/s;
<b>“Capacity Port”</b>	a connection at a Switch port which provides the access (through a G703 Interface) on a multiplexor into an Interconnect Node in units of 2Mbit/s;
<b>“Capacity Order”</b>	an order for Capacity at an Interconnect Node placed by the Operator, pursuant to Annex (A);
<b>“Capacity Forecast”</b>	a profile of future Capacity ordering intentions over a 24 month period divided in to Quarters beginning on a Quarter Day;



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<b>“Capacity Rearrangement or Re-routing”</b>	when Capacity at one Interconnect Node is moved from that node to another Interconnect Node;
<b>“Changing Party”</b>	the Party making changes to the data build in their network at the request of the other Party;
<b>“Chargeable Call Duration”</b>	the duration of a Call for which charging shall apply starting with the receipt of an Answer Signal and ceasing with the receipt of Release Signal at the point of recording by the Party recording the relevant Billing Information;
<b>“CLI”</b>	the identity of the line from which a call originated;
<b>“Commercial Account Manager”</b>	a person in Zain who has the prime responsibility for the overall management of relationship with the Operator from a wholesale perspective;
<b>“Confidential Information”</b>	confidential information defined in paragraph (17.1)
<b>“Customers”</b>	as the context requires:  (a) a person having a contract with either or both Parties for the provision of telecommunications services by means of that Party’s System; or  (b) a user of telecommunications apparatus directly connected to the Zain System or the Operator System; or  (c) a person having a contract with a reseller of telecommunications services provided by means of either Party’s System;
<b>“Customer Sited Interconnect”</b>	a Transmission Interconnect Link where the Point of Interconnection is located on the Operator’s premises;



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<b>“Data Management Amendment”</b>	the reconfiguration of either Party’s System necessary for providing access (to Number Ranges), routing, and charging of Calls;
<b>“Days”</b>	calendar days which include Fridays, Saturdays and public holidays;
<b>“Default Interest Rate”</b>	the maximum interest rate permitted by Jordanian Laws;
<b>“Determination”</b>	a decision made by the TRC;
<b>“Disclosing Party”</b>	a Party disclosing information to the other Party;
<b>“Dispute”</b>	a disagreement between the Parties as stipulated in paragraph (31) of the Main Body, excluding breaches of this Offer;
<b>“Due Date”</b>	a date being 30 calendar days after the date of an invoice, or if such 30 <sup>th</sup> day falls on a holiday, the date of the following Working Day;
<b>“Effective Date”</b>	the date on which an Interconnection Service or charge in the Zain Interconnection Services Price List ,or the operator price list when applicable, takes effect subject to determination by TRC ;
<b>“Emergency Organisation”</b>	the relevant local public police, fire and ambulance services and other similar organisations providing assistance to the public in emergencies;
<b>“End User”</b>	a Customer who is either uses a mobile handset or a fixed line;
<b>“ETSI”</b>	the European Telecommunications Standards Institute;



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<b>“Exchange”</b>	a Switch in either the Zain System or Operator System where Calls can be switched and routed to other exchanges;
<b>“Fully Provisioned Route”</b>	a Traffic Route which is dimensioned in accordance with Erlang B calculations for blocking probability;
<b>“Gateway or Gateway Exchange”</b>	a Zain Switch which provides a gateway for all Calls inbound to Zain for Interconnection;
<b>“Grade of Service”</b>	a collective term for a series of metrics that measure, for example blocking rate and call loss ratios, which define the overall grade of service levels for specified services;
<b>“GSM”</b>	Global System for Mobile Communications;
<b>“High Usage Route”</b>	a Traffic Route where the provision of Capacity is such that a pre-defined level of congestion occurs and Calls will need to be routed on an associated overflow Route to avoid congestion;
<b>“Holding Company”</b>	a company that owns a number of shares in another company to control the management and operations by electing (totally or partially) the board of directors;
<b>“Interconnect Path or 2Mbit/s Interconnect Path”</b>	an end to end 2Mbit/s bandwidth path through the transmission layers between a Zain Link Interconnect Node and an Operator Interconnect Node;
<b>“Intellectual Property Rights”</b>	any patent, copyright, design, trade name, trademark, service mark, or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings,



	blueprints, tracings, diagrams, models and other information relating to any such intellectual property;
<b>“Instructions”</b>	the Interconnection Instructions as published and amended by TRC from time to time;
<b>“Interconnection”</b>	the physical connection of the Zain System and the Operator System using specified Interconnection Links to allow Interconnection Services to pass between the Parties;
<b>“Interconnect Link”</b>	a generic term used to define a group of 2 Mbit/s Interconnect Paths connecting a Zain Interconnect Node and an Operator Interconnect Node passing through a Point of Interconnection;
<b>“Interconnect Node”</b>	a Zain Switch or an Operator Switch at which Calls handed over to the other Party are either initially switched or finally switched;
<b>“Interconnect Usage Report”</b>	a report which provides a summary analysis of all Calls in a Billing Period;
<b>“Interconnection Services”</b>	The services, as identified in the Instructions to the extent they apply to Zain, that may be provided by the parties to each other in accordance with the Agreement.
<b>“ITU-T”</b>	the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunications Union;
<b>“Joint Technical Committee”</b>	a meeting between the Parties which addresses technical matters concerned with the

interconnection between the Parties' Systems pursuant to paragraph (20) of Annex (A);

**Licence”**

a certificate issued by the TRC providing the authority for a network operator to run telecommunications services in Jordan;

**“Manuals”**

a manual referred to in this Offer, which defines working practices between the Parties;

**“Mobile Handset”**

equipment for making and receiving Calls where communication with the hosting System is by radio technology.

**“National Numbering Plan”**

the numbering scheme set by the TRC for telephone numbering in Jordan;

**“Network”**

the Zain or Operator network as the case may be;

**“Network Alteration”**

a physical change to a Party's System which requires a corresponding change to be made to the other Party's System to allow the conveyance of Calls across a Point of Interconnection pursuant to the Interconnection Agreement;

**“Network Plan”**

a document recording details of all technical information concerning Interconnection of the Parties' Systems including Interconnection Nodes, installed and ordered Capacity, routing and forecasts of Capacity and traffic;

**“Network Termination Point”**

a physical point in a System which defines the point where the responsibility of a Public Network Operator ceases and the end user has responsibility;



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<b>“Network Traffic Controls”</b>	Actions taken by either or both Parties to either limit or re-route traffic when there are serious overload or fault conditions;
<b>“NDA”</b>	Non-Disclosure Agreement
<b>“Number Range”</b>	a range of telephone numbers that include mobile numbers allocated by the relevant allocating authority to either Zain, the Operator or a Third Party;
<b>“Offer”</b>	“RIO”
<b>“Operator”</b>	an entity who has acquired a valid License from the TRC.
<b>“Operator Price List”</b>	the price list which provides the applicable charges explicitly for Interconnection Services and Facilities pursuant to this Offer as approved by the TRC;
<b>“Operator System”</b>	the electronic communication network including all transmission equipment, switching apparatus and where applicable other telecommunication apparatus provided by the Operator which is used to convey, receive or transmit telecommunications signals for the purpose of providing telecommunication services;
<b>“Operator Exchange”</b>	a digital Switch in the Operator System which may be used for either transit switching purposes and/or serving end users;
<b>“Order”</b>	an order for Capacity, or other Interconnection Service as the case may be;
<b>“Party”</b>	a party to the Agreement ;



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<b>“Parties”</b>	Zain and the Operator
<b>“Point of Interconnection (POI)”</b>	a physical point where the Zain System and the Operator System are connected for Calls to be handed over from one System to the other;
<b>“Product”</b>	an Interconnection Service where physical infrastructure is provided as part of the service delivery;
<b>“Purchasing Party”</b>	the Party to whom Capacity is provided by the Supplying Party;
<b>“Quality of Service”</b>	a measured level of service performance;
<b>“Quarter”</b>	a period of 3 months beginning on either 1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July or 1 <sup>st</sup> September;
<b>“Ready for Service (RFS)”</b>	the date on which testing of Capacity has been satisfactorily completed and the 2Mbit/s Interconnect Path is ready to be brought into active service for carrying Calls;
<b>“Ready for Test (RFT)”</b>	a date on which Capacity in the form of a 2Mbit/s Interconnect Path, under the direct control of a Supplying Party has been satisfactorily provided and are ready for joint testing with the other Party;
<b>“Ready for Test Date” or “RFT Date”</b>	the date on which specified Capacity is scheduled to be Ready for Test;
<b>“Receiving Party”</b>	a Party receiving information from the Disclosing Party;
<b>“Release Signal”</b>	a signal which indicates that the transmission path of a Call has been disconnected;



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<b>“Requested Party”</b>	the Party which has received a request from a Requesting Party;
<b>“Requesting Party”</b>	the Party requesting either a new requirement, Network Alteration, Capacity or Data Management Amendments or other such similar requests of the other Party;
<b>“RIO”</b>	the Reference Interconnect Offer produced by Zain and approved by the TRC;
<b>“Route”</b>	means Traffic Route;
<b>“Routing Plan”</b>	a document forming that part of the Network Plan which is a record of all routing arrangements between the Parties;
<b>“Services”</b>	means Interconnection Services;
<b>“Service Level Agreement or SLA”</b>	a statement of service performance defining target levels of service as given in Appendix (1) of Annex (A);
<b>“Service Plan”</b>	a document containing details of individuals, addresses and telephone number and such other information required for ordering or maintenance of the services provided pursuant to the Interconnection Agreement;
<b>“Schedule”</b>	a schedule in Annex (D) of this Offer;
<b>“Signalling Link”</b>	a 64 Kbit/s digital path within a 2 Mbit/s Interconnect Link between two ITU-T 7 signalling nodes which is used for signalling;
<b>“Signalling System no 7, or C7”</b>	the Common Channel Signalling System Number 7, a modern signalling system, based on standards set by the ITU being referred to as for the transfer of messages between telecommunications

networks that enables setting up, routing and clearing of calls and the transfer of other relevant information related to the billing and operation of these networks.

**“Subsidiary”**

means a company which is, either directly or indirectly controlled by a Party where control shall mean the right to exercise a majority of the votes at the shareholder meetings of the relevant company and/or the ability to appoint a majority of the members of the board of directors, or equivalent, of the relevant company)

**“Successful Call Attempt”**

a Call which is successfully answered, the called number is busy or the Call is delivered to the called number but does not get answered (ring tone no reply);

**“Supplying Party”**

the Party who supplies Capacity to the other Party who has requested such Capacity;

**“Switch”**

telecommunications apparatus within a System which performs the function of switching and routing Calls;

**“System”**

the Zain System or Operator System, as the context requires;

**“Technical Account Manager”**

a nominated Zain contact in the Service Plan responsible for all technical aspects of the Interconnection with the Operator and through whom all technical enquiries concerning interconnection should be initially directed;

**“Technical Solution”**

a document which provides details of the technical solution for providing the initial interconnection and where applicable other major work, which offers a

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	solution to a request by the Operator, once agreed the Technical Solution becomes part of the Network Plan;
<b>“Telecommunications Law”</b>	the telecommunications law no 13 for 1995 including amendments;
<b>“Third Party”</b>	a network operator other than Zain or the Operator;
<b>“TRC”</b>	the Jordanian Telecommunications Regulatory Commission;
<b>“Traffic”</b>	a collection of Calls passing between two specified points on the Parties’ Systems;
<b>“Traffic Forecasts”</b>	a forecast of telephone traffic at an Interconnect Node provided by one Party to the other;
<b>“Traffic Route”</b>	discrete and identifiable units of 2 Mbit/s Capacity within an Interconnect Link which links a Zain Interconnect Node with an Operator Interconnect Node;
<b>“Traffic Type”</b>	an identifiable type of Call between the Party’s Systems;
<b>“Transmission Interconnect Link”</b>	the transmission link providing the transport to carry the Calls between the Parties and provided by CSI.
<b>“Unsuccessful Call Attempt”</b>	a Call which fails to get the called destination because of technical faults in the Network, the Call reaches an unallocated number or the dialled digits were incomplete or insufficient to route the Call;



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<b>“Valid Order”</b>	an Order for Capacity, or an Interconnection Service which has been accepted by a Party to be fully complete and against which delivery of the required service is made to a Ready for Test state using standard lead times as given in the Service Level Agreement;
<b>“Voice Call/Call”</b>	a Call comprising the minimum service features necessary to support a speech path through a System destined for an end user, being on a mobile handset or a fixed line Network Termination Point;
<b>“Working Days”</b>	any Day other than Fridays, Saturdays, or public or religious holidays in Jordan;
<b>“Zain Exchange”</b>	a Switch in the Zain System which can be a Main Switching Centre or a Gateway Exchange;
<b>“Zain Interconnection Services Price List”</b>	the price list which provides all the applicable charges for Interconnection Services and Facilities pursuant to this Offer as approved by the TRC;
<b>“Zain System”</b>	the electronic communication network including all transmission equipment, switching apparatus and where applicable other telecommunication apparatus provided by Zain which is used to convey, receive or transmit telecommunications signals for the purpose of providing telecommunication services;



Subject to TRC Approval

**Confidential**

## **ZAIN INTERCONNECTION SERVICES PRICE LIST**

**Valid till --/--/-----**

**(As Published by TRC on --/--/-----)**



## 1. GENERAL

All prices indicated below are expressed in Jordanian Dinar and are exclusive of any taxes or fees.

## 2. NATIONAL VOICE CALLS TERMINATION TO THE ZAIN MOBILE NUMBER RANGES OF ZAIN SYSTEM

a. Terms and Conditions for this Service are given in Schedule (100).

b. The charges shall be :

<i>Description</i>	<i>Effective Date</i>	<i>Until</i>	<i>Charge Fils</i>	<i>Charge applies</i>	<i>Note</i>
National Voice Calls Termination To The Zain Mobile Number Ranges Of Zain System				Per minute	1

## 3. VOICE CALLS TERMINATION TO THE ZAIN GEOGRAPHIC NUMBER RANGES OF ZAIN SYSTEM

a. Terms and Conditions for this Service are given in Schedule (101).

b. The charges shall be :

<i>Description</i>	<i>Effective Date</i>	<i>Until</i>	<i>Charge Fils</i>	<i>Charge applies</i>	<i>Note</i>
Voice Calls Termination To The Zain Geographic Number Ranges Of Zain System				Per minute	1

## 4. INTERNATIONAL VOICE CALLS TERMINATION TO THE ZAIN MOBILE NUMBER RANGES OF ZAIN SYSTEM

a. Terms and Conditions for this Service are given in Schedule (102).

b. The charges shall be :

<i>Description</i>	<i>Effective Date</i>	<i>Until</i>	<i>Charge Fils</i>	<i>Charge applies</i>	<i>Note</i>
International Voice Calls Termination To The Zain Mobile Number Ranges Of Zain System				Per minute	1

## 5. NOTE

Traffic charging shall be based on chargeable cumulative seconds for all traffic of Voice Calls terminating to the Zain Number Ranges of Zain System in each billing period rounded to the nearest minute.



# APPENDICES



## Appendix (1)

### Request Form for Zain's Interconnect Service(s)

This Request (Process) form shall be filled by the Operator willing to apply for one or more of Zain's Interconnection Services Published in this RIO as might be amended from time to time.

<b>The Operator Details :</b> <input type="checkbox"/> Order Date : <span style="float: right;"><input type="checkbox"/> Operator Reference :</span> <input type="checkbox"/> Operator Business Name : <input type="checkbox"/> Billing Address : <input type="checkbox"/> Contact Details : <input type="checkbox"/> Signature of Authorized Signatory for and on behalf of the Operator :	
<b>Required Zain Interconnect Service:</b>  <input type="checkbox"/> National voice calls termination to the Zain mobile number ranges of Zain system <input type="checkbox"/> International voice calls termination to the zain mobile number ranges of zain system	
Date Interconnect Service Required:	Purpose of Service
Detailed Forecast & Marketing Study (separate sheet)	Special Technical Arrangements (if required)
	Special Commercial Arrangements (If Required)
<b>Nature of Service:</b> <input type="checkbox"/> First Time Requested <input type="checkbox"/> Addition <input type="checkbox"/> Amendments <input type="checkbox"/> Other (Describe)	
<input type="checkbox"/> No. Of E1's <input type="checkbox"/> A-End: <input type="checkbox"/> B-End: New B-End (In case of rearrangement):	
Interface needed:	
Protection Method:	
Interconnect Link Information:	
<b>Type of Interconnect:</b> <input type="checkbox"/> Signalling Only <input type="checkbox"/> Traffic Only <input type="checkbox"/> Signalling & Traffic	
<input type="checkbox"/> POI: <input type="checkbox"/> A-End Exchange: <input type="checkbox"/> B-End Exchange: <input type="checkbox"/> Transmission Path(s):	
Initial Capacity:	
<b>Link Direction:</b> <input type="checkbox"/> Incoming <input type="checkbox"/> Outgoing <input type="checkbox"/> Both-Way	
<b>Link Configuration:</b>  <input type="checkbox"/> Fully Provisioned <input type="checkbox"/> High Usage	
Signalling Timeslot (if CCS#7)	
Number of Links:	
Date Site Access available to Zain :	



## Appendix (2)

### Fault Report Form

Operator Name:	Operator Address:
Report Contact Name:	Phone/Fax No.:
Date:	Time of Report:
<b>FAULT DETAILS:</b>	
Interconnect Service :	
Interconnect Service Reference :	Fault Reference :
<b>Fault Description / Diagnosis:</b>	
<b>Fault Classification:</b>	
Service Affecting Fault:	
<input type="checkbox"/> Complete Outage	
<input type="checkbox"/> Service Degradation	
<input type="checkbox"/> Service Disturbance	
Non-Service Affecting:	
<b>Fault Response :</b>	
Date of response :	Time of response :
Response contact name :	Phone/Fax No. :
Fault Identified: <input type="checkbox"/> Yes	<input type="checkbox"/> No
Ownership Accepted: <input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Fault Diagnostic:</b>	
Target Repair Date and Time :	
Fault closure :	<input type="checkbox"/> Permanent Fix
	<input type="checkbox"/> Temporary Fix
Fault Reference :	
<b>Action Taken :</b>	



## Appendix (3)

### Numbering and C7-Addressing

**Numbering Plan Structure :**

Country Code	962	
National Destination Code	79	
Mobile Subscriber Number	X1X2X3X4X5X6X7	X = 0...9

**Numbering range :**

00 962 79 0xx xx xx	Used range, for Mobile Subscribers
00 962 79 5xx xx xx	Used range, for Mobile Subscribers
00 962 79 6xx xx xx	Used range, for Mobile Subscribers
00 962 79 7xx xx xx	Used range, for Mobile Subscribers
00 962 79 8xx xx xx	Used range, for Mobile Subscribers
00 962 79 9xx xx xx	Used range, for Mobile Subscribers

**CCS#7-Addressing :**

NAT0 (3-8-3)	Dec
MSC1	1000
MSC6	8000
GWMSC1	1500
GWMSC2	2500
MSS1	100
MSS2	200
MSS3	300
MGW01	110
MGW02	210
MGW03	310
MGW04	410

NAT1 (4-4-6)	Dec
GWMSC1	281
GWMSC2	321
MSS1	2101
MSS3	2103

INAT0 (3-8-3)	Dec
MSS1	8451
MSS3	8452
GWMSC1	8453
GWMSC2	8448

Network Elements Addressing	
MSC6	96279000041
VLR6	96279000042
GWMSC1	96279000043
GWVLR1	96279000044
GWMSC2	96279000045
GWVLR2	96279000046
MSS1	96279001100
MSS2	96279001200
MSS3	96279001300

for HLR	
HLR1	96279001111
HLR2	96279001112
HLR3	96279001113
HLR4	96279001114
HLR5	96279001115
HLR6	96279001121
HLR7	96279001122
HLR8	96279001123
HLR9	96279001124
HLR10	96279001125

\* Subject to changes under the National Numbering Plan.





## Appendix (5)

### Transmission Interfaces

Cable : E1 coax. 3002.  
Connector : T43 connector, Female.  
Impedance : 75-Ohm.  
Interface : G 703



## Appendix (6)

### Contact Information

Zain has 24 hours manned NMC

Name	Zain Number	Emergency Number
NOC Mobile	079 5523011	06 5812255
NOC Extension 1	079010 2885	
NOC Extension 2	079010 2666	
D.Base Extension 1	079010 2880	
	NOC e-mail: <a href="mailto:noc.jo@jo.zain.com">noc.jo@jo.zain.com</a>	



## Appendix (7)

### Zain's MSS's and GW's

	Description	S/W	H/W
<b>UM Uthina Location</b>	GW1	SR13	Siemens D900
<b>8th circle location</b>	GW2	SR13	Siemens D900
	MSS1	R4	NSN DX 200
<b>abu Alanda</b>	MSS3	R4	NSN D900

## Appendix (8)

### Interconnection of a New Exchange

1. The Operator to send Zain an official letter stating the request to interconnect new exchange.
2. The Operator to indicate the needed info regarding this new exchange: interfaces, protocols, other services... such as:
  - a. Number of traffic Time-Slots.
  - b. Number of CCS#7 Links.
  - c. Signaling User-Part/s needed to be supported on these links (ISUP, MAP, QSIG...).
  - d. Location of the new Switch.
  - e. Possible POIs.
3. Zain will study the requirements and answer the Operator within one calendar week about the date when these requirements will be made available.
4. Zain and the Operator should meet one week before the works on interconnecting the new exchange starts and will agree on the Time Plan, Integration testing, Distribution, Launching.
5. Zain and the Operator will monitor the performance of the new exchange after integration (soft-Launch) and will analyze its stats and performance for one complete month.
6. Based on the performance and stats, Zain and the Operator will agree on the following steps to enhance the performance (in case needed) and maximize the utilization of the interconnect links.
7. After the first month (monitoring period), the Operator should provide Zain with an official letter stating its feedback and findings (if any) or its confirmation that the integration of the new switch is completed and fault free.
8. If all reported problems were solved, Zain and the Operator will sign an acceptance certificate stating the fact that the new exchange has been interconnected and integrated without any major outstanding operational issues.



## Appendix (9)

### Validation for a Zain's Interconnect Service(s) Request

(To be filled by Zain)

Validation Date :	Service Request Receipt Date :
Service Request Reference :	
Result: 1. Service Request accepted 2. Service Request Rejected (Explanation)	
<b>Service Request Confirmation :</b>	
Date :	Service Request Receipt Date :
Service Delivery Date :	
Commercial Terms :	
<b>Service Commissioning :</b>	
Date :	Service Request Receipt Date :
Commissioning Date :	
Installation Done :	
Scheduled Testing Done :	
<b>Comments:</b>	