# Full Local Loop Unbundling Service (Full LLU) Service Schedule 2.01

Reference Unbundling Offer June, 201127 April 2017

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## Full Local Loop Unbundling Service (Full LLU)

## 1. THE SERVICE

- The Full Local Loop Unbundling Service hereinafter referred to as "Full LLU"; is an access service which provides the Alternative Operator the full useable spectrum of a dedicated twisted metallic pair to an End User.
- The metallic pair wire with pair gain technique deployed by JT is not part of the FULL LLU Service. For the avoidance of doubt, JT will not be obliged to remove the existing pair gain equipment to serve the Alternative Operator with FULL LLU Service.
- A technical description of the metallic path is available in the IMP (Interference Management Plan).
- This Reference Offer and its Annexes are considered as an integral part of the Reference Offer.

## 2. DEFINITIONS

Capitalised terms not defined in this Service Schedule are defined in the Annex (A) (Definitions) of the Reference Offer. Terms defined in this Service Schedule are related to this Service Schedule.

## 3. SERVICE TERMS

Alternative Operator acknowledges that this Service is conditional upon the availability of the associated services as per Annex 1 in this Service Schedule, some or all of the following associated services will be provided if needed:

- Collocation space services.
- Tie cable from JT MDF to handover distribution frame (HDF), Tie Cable will be provided by JT only.
- Power DC/AC (230v).
- Air-conditioning.
- Fire-protection and fighting.
- Lighting system.
- Site information which could be 2 types:
  - General information which is published on JT web site free of charge.
  - Special information rather than published information which will be chargeable and governed by NDA.
- Intra building links
- **3.1.** Collocation Services are a prerequisite for the implementation and provision of FULL LLU Services. Provisioning and maintenance of Collocation will be offered by JT in accordance with Annex 1 in this Service Schedule.

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- 3.2. The Alternative Operator must purchase the Service from at least 70% of JT Central switches as defined below, considering that 50% of the purchased sites should be outside Amman. Zarga and Irbid.
- 3.3. No sub-letting or sharing of the FULL LLU provided by JT shall be permitted.
- 3.4. Alternative Operators are only allowed to sell the services over the FULL LLU to their retail customers, for the avoidance of doubt, the Alternative Operator is not allowed to use by any mean or any way the FULL LLU access services except for selling to their own retail customers.
- 3.5. Ownership of the Local Loop shall remain with JT. Without prejudicing the ability to resell licensed telecommunications services using the Local Loop to Alternative Operator's End Users, the Alternative Operator shall not assign, transfer or share their interest or rights of the Local Loop to any Licensed Operator.
- 3.6.3.2. Each FULL LLU Service shall be for a minimum period of one (1) year commitment from the activation date of the FULL LLU Service. If JT receives a FULL LLU Cancellation Request for that FULL LLU before the end of the commitment period, then the Alternative Operator shall pay JT the FULL LLU pro rata aggregate rental charges for the remaining period.
- 3.7.3.3. If JT terminates this Service in whole or in part subject to the termination condition included in this Service Schedule, then each relevant FULL LLU Service will be terminated. Moreover, related other services such as but not limited to Collocation used solely for this Full LLU Service will be terminated as well.
- 3.8.3.4. The LLU Agreement for this Service will be automatically renewed for the same contractual period unless JT receives a notice of termination one (1) month prior to the validity date.
- 3.9.3.5. If a regulatory obligation to support or supply any specific FULL LLU Service no longer applies, JT may cease to supply the FULL LLU Service to an Alternative Operator by the end term of the last activated Order Form submitted by the Alternative Operator. The Alternative Operator shall not request the FULL LLU Service for any further End Users
- 3.10.3.6. Where JT has reasonable objective grounds to consider that the Alternative Operator is in breach of an obligation, JT may:
- 3.10.1.3.6.1. suspend implementation by the Alternative Operator of the FULL LLU Service; and/or
- 3.10.2.3.6.2. take any other step contemplated by the LLU Agreement to protect JT's Network or other interests.

## 4. END USER ACCESS

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#### 4.1. Useable Pairs

- 4.1.1. The Alternative Operator acknowledges that JT only supplies the FULL LLU Service, subject to successful Service Qualification and testing performed by JT.
- 4.1.2. For each FULL LLU Request, the Alternative Operator warrants that it has informed the End User that the installation and operation of the FULL LLU Service may require changes to the placement of existing telecommunications devices or changes of equipment.
- 4.1.3. The Alternative Operator acknowledges that the FULL LLU Service will allow the provisioning of Services to End Users but the quality of such Services will be subject to the variable conditions and characteristics of the useable pairs. Where the quality of service degradation or interruption of service arises in connection with the operational life span of the Local Loop, JT is under no obligation to replace that Local Loop.

## 5. NETWORK

**5.1.** JT is not responsible to provide any equipment at the End User Premises such as modems.

#### 5.2. BLOCKS AND TIE CABLES

- 5.2.1. The Alternative Operator shall submit a correctly completed Order to JT to request supply of Blocks and Tie Cables in accordance with this Service Schedule. The Order Form shall be submitted in the form specified by JT from time to time, the blocks mentioned in this paragraph represents the terminal blocks at JT side.
- 5.2.2. To be valid, the Order Form shall be accompanied by reference information identifying the JT Site to enable JT to implement the Blocks on JT MDF and Tie Cables Order, the Tie cable requested size shall be in batches of 10 pairs in minimum.
- 5.2.3. JT is responsible to provide and install the terminal blocks at the Alternative Operator side.
- 5.2.4. The Alternative Operator shall pay the relevant Charges for the Blocks and Tie Cables mentioned in 5.2.1 above as specified in Price List of JT's Reference Offer.
- 5.2.5. At any time and subject to any obligations arising as a result of paragraph 3.23.8 of this Service Schedule, following the successful completion of a Blocks and Tie Cables Request, the Alternative Operator may make a request to JT to cease the Blocks and Tie Cables service. In this case, the Alternative

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Operator shall pay the Tie Cable cease charge as specified in Price List of JT's Reference Offer.

## 6. Fault Response and Repair

- 6.1.1. Subject to <u>6.1.26.1.2</u> below, the Alternative Operator shall notify JT of any Fault in accordance with the procedures for the reporting of faults set out in Operation and Maintenance Manual.
- 6.1.2. The Alternative Operator shall in particular use the Fault Report Form as set out in Operation and Maintenance Manual.
- 6.1.3. JT shall restore the Service in accordance to the timescales as specified in the Service Level Offer.

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## 7. FORECASTING

- **7.1.** Accurate forecasting from the Alternative Operator of the required provisioning is essential in order to respond to the demand within the indicated time limits.
- 7.2. At the beginning of each quarter, the Alternative Operator shall provide a forecast of the expected requests for the FULL LLU Service in each month of the twelvemonth period following the date of the forecast, in the form required by JT from time to time. The Alternative Operator shall use all reasonable endeavours to forecast accurately knowing that JT is placing reliance on those forecasts. For the avoidance of doubt, submitting an accurate forecast does not mean a commitment from JT to meet this forecast or being obliged to invest or to pay any additional cost.
- **7.3.** The Alternative Operator shall commit to meet its forecast; otherwise, if less than 80% of the lines forecasted are ordered, it will be subject to pay for 80% of all Full LLU lines as stated in the forecast
- **7.4.** If the Alternative Operator fails to provide a forecast in accordance with paragraph <u>7.1</u>7.4, the Alternative Operator acknowledges that JT cannot guarantee to respond to Order Forms placed during this period by the Alternative Operator.
- **7.5.** Forecasts and ordering shall be done by Alternative Operator per site.
- **7.6.** JT reserves the right to reject any forecasts for a given site in case the volumes requested by the Alternative Operator for the concerned site in the said Forecasts are not in line with reasonable market demands.

## 8. FULL LLU PROCESS

**8.1.** The processes of ordering, provisioning, cancellation, etc... are described in Annex-E of the Reference Offer.

## 9. Charges

**9.1.** The Alternative Operator shall pay to JT the relevant charges as set out in Price List of JT's Reference Offer and accordance to Annex-B (Billing) of the Reference Offer.

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## 10. Responsibilities

- **10.1.** From the time of the completion of the FULL LLU Request, the relevant End User will no longer be a customer of JT for those services supplied by the Alternative Operator using the FULL LLU Service, but instead the End User of the Alternative Operator for those services.
- **10.2.** Alternative Operator is responsible of providing and installing the HDF upon JT approval.
- **10.3.** From the time of completion of the FULL LLU Request, the Alternative Operator shall provide End User Management to support the FULL LLU Services.
- 10.4. When a fault is reported by an End User, it is the responsibility of the Alternative Operator to perform initial tests, prior to raising a fault to JT, in order to validate that the fault is not within the Alternative Operator's Network and equipment. In order to assist in the resolution and for efficient use of resources, the Alternative Operator shall promptly provide reasonable and complete details of the test performed when reporting the fault to JT. If JT demonstrates that the fault does not relate to the FULL LLU Service; then the Alternative Operator shall pay the Wrongful Repair Charge (on a time basis as set in Price List of JT's Reference Offer).
- **10.5.** In relation to any JT service:
- 10.5.1. JT will continue to bill the End User for any outstanding JT charges and other JT services; and
- 10.5.2. The Alternative Operator acknowledges that the End User remains liable for paying any outstanding charges to JT and remains subject to standard JT debt enforcement policies notwithstanding that the End User is at the same time an Alternative Operator End User for those services provided by the Alternative Operator using the FULL LLU.
- **10.6.** In respect of each FULL LLU Request submitted by the Alternative Operator to JT, the Alternative Operator shall ensure that:
- 10.6.1. it has an End User authorization for the transfer or implementation (which authorization is not more than thirty (30) Days old from the date the FULL LLU Request submission is made to JT);
- 10.6.2. it retains records of the End User authorization and the retention is in accordance with the reasonable requirements notified to the Alternative Operator by JT from time to time;
- 10.6.3. it has used its reasonable endeavours to ensure that the information in the FULL LLU Request is complete and correct; and
- 10.6.4. the processing of each FULL LLU Request, at the time it is lodged, does not breach any Party's contractual or other rights.
- **10.7.** Where there is any allegation of a failure to comply with this Service Schedule then the Parties will apply the dispute resolution process as outlined in the Reference Offer.

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## 11. Indemnity

**11.1.** Each Party indemnifies the other, subject to using all reasonable endeavours to mitigate against the effect of the occurrence of any loss, liability or cost incurred by a Party (including third party claims or claims by any End User) caused by a breach of this Service Schedule.

## 12. Billing Period

**12.1.** The Billing Period in respect of the Service shall be thirty (30) Days. The Billing Period shall commence on the date of the first billing date of the JT billing cycle after installation and may include billing on a pro rata time basis for the period between the FULL LLU Request to the next billing cycle to ensure compatibility with the JT billing cycle.

#### **-Central Switches Sites**

- <del>ochtral owitches oftes</del>			
<del>Service Router</del>	<del>Location</del>		
SR12-HSM2	Hashim Data center		
SR12-HSM1	Hashim Data center		
SR12-ABD1	Abdali Data center		
SR12-ABD2	Abdali Data center		
SR12-MARJ1	Marj Hammam Data Center		
SR12 MARJ2	Marj Hammam Data Center		
SR12 ABUA1	Abu Alanda Data center		
SR12-ABUA2	Abu Alanda Data center		
SR12-HQ1	7 <sup>th</sup> -Circle data center		
SR12-HQ2	7 <sup>th</sup> -Circle data center		
SR7-TLA1	TLA ALI data center		
SR7-TLA2	TLA ALI data center		
SR7-ABN	Abdoun Data center		
SR7-AQA	Aqaba Data center		

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<del>SR7-ASH</del>	Ashrafieah Data centerb
SR7-CEN	Central data center
SR7-IRB	<del>Irbid Data center</del>
SR7-KRK	Karak Data center
SR7 MAF	Mafraq data center
SR7-MRK	Marka data center
SR7-NZL	<del>Nazal data center</del>
SR7-RAS	Rasheed data center
SR7-SLT	<del>Salt data center</del>
SR7-SWL	Swelieh data center
SR7-TAR	Tareq Data center
SR7-WDS	Wadi Sir data center
SR7-ZAR	Zarqa Data center
SR7-SHBA	Shafa Badran Data center
SR7-ZHRN	<del>Zahran data center</del>
SR7-ZRQS	Zarqa shamali data center
SR7-UMHR	Um Heran Data center
SR7-MAD	<del>Madaba data center</del>
SR7-Naour	Naour data center
SR7-SAHAB	Sahab data center
SR1-ABD-BLOUVARD	ABDALI Boulevard data center
SR1-ABD-boulevard2	ABDALI Boulevard data center
SR1-IRBS	Irbid shamali data center

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SR1-AIDN	Aidoun Data center
SR1-AJLN	Ajloun Data center
SR1-JAR	<del>Jarash Data center</del>
SR1-QWIRA	Qweira Data center
SR1 RSF	Russiefah data center
SR1-DAS	Dair Abo Said Data center
SR1 TAF	Tafilah data center
SR1-QADS	Qadisiah Data center
SR1-ASAL	Asal data center
SR1-MAAN	Maan data center
SR1 MOTA	Mota Data center
SR1-RAMTHA	Ramtha data center
SR1 SWAMA	<del>Swaimah data center</del>
SR1-AINB	Ain Basha data center
SR2-AQA	A <del>qaba data center</del>
SR2-SWMA	Swaimah data center
SR1-WDMS	Wadi mousa data center

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## **Appendix 1: Definitions**

**Blocks** means those blocks in 100 pair units installed either on the MDF or HDF forming part of the FULL LLU Service.

**CLTQS** means JT's centralized line testing and pre-qualification solution.

**Covered Failure** means an actual or suspected failure in the Unbundling Metallic Path for Local Loop (UMPL).

**DP** means a Distribution Point.

End User Consent means the written consent of an End User duly completed and signed to receive a service by means of amongst other components a FULL LLU Service supplied to the Alternative Operator in accordance with a FULL LLU Request, which consent is provided to JT by or on behalf of the End User. For the avoidance of doubt, the End User Consent can be in the form of the terms and conditions signed by the customer when requesting a service from the Alternative Operator.

**End User Management** means all aspects of interface with the customer product support and billing of the End User by the Alternative Operator in relation to each End User contracting with the Alternative Operator for using the FULL LLU Service and all customer support by the Alternative Operator in relation to maintenance issues related to the End User.

**Fault** means faults related to the provision of the FULL LLU Service.

**Gaining Operator** means an Alternative Operator who presents JT a FULL LLU Request.

**Implementation Date** means the target date by which JT shall complete an FULL LLU Request.

**JT Service Node (JSN)** means a JT exchange building where FULL LLU Service is available as specified in a list issued and amended by JT from time to time.

**Line Continuity** means a tone test carried out by JT from time to time in relation to the UMPL:

- For active lines: between the HDF and the line side of the MDF; and
- For non-active lines: between the HDF and the relevant Network Boundary (passing though the relevant street cabinet) except in case of Distant collocation where the test is completed from the MDF.

**Losing Operator** means an Alternative Operator whose End User is subject to a FULL LLU Request given to JT by a Gaining Operator.

**LPQM** means JT's line plant query manager giving the theoretical distance and broadband performance on the basis of the address of the End-user.

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**MDF** means the JT owned main distribution frame in a JSN enabling provision of a FULL LLU.

MP means metallic path.

**Network Boundary** means the JT distribution point at customer premises contemplated by JT's fixed services license.

NTP means Network Termination Point.

**Order** means a written request by the Alternative Operator for Blocks and Tie Cables in a form issued or approved by JT from time to time.

**Service Qualification** means the analysis carried out by JT to confirm whether a FULL LLU Service can be provided on the JT Network by checking:

- (a) Line Continuity; and/or
- (b) Infrastructure Availability; and/or
- (c) CLTQS (active UMPLs) or LPQM (non-active UMPL) on an information only basis.

**Tie Cable** means a cable connecting the FULL LLU from the MDF to the HDF provided by JT.

**FULL LLU** means an existing two wire metallic path connection between the HDF and the Network Boundary comprising a UMPL, jumper cable connecting the UMPL and the Tie Cable, and Tie Cable connecting the MDF with the HDF together with Blocks for the HDF and MDF.

FULL LLU Cancellation Request means a request by an End User to JT or the Alternative Operator on the request of the End User to reverse a FULL LLU Request as described in the FULL LLU Request process set out in clause 88 to this Service Schedule.

#### FULL LLU Invalid Transfer means a FULL LLU Transfer:

- (a) where the End User (or its/her/his agent) did not request the services that the Alternative Operator has made a FULL LLU Service Request in order to supply to the End User:
- (b) where a written End User Consent cannot be produced by the Gaining Operator on request by JT to support the FULL LLU Request; or
- (c) which resulted from a processing error.

**FULL LLU Request** means a FULL LLU Service Request, a FULL LLU Swap Request or FULL LLU Cancellation Request, as the case may be.

**FULL LLU Service Request** means the request by the Alternative Operator for a FULL LLU Service.

FULL LLU Swap means on the request of the End User to JT or a Gaining Operator to JT or End User to the Gaining Operator for a change of an active FULL LLU from JT to

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the Alternative Operator or from the Alternative Operator to JT or from an Alternative Operator to another Alternative Operator for the provision of services to an End User.

**FULL LLU Swap Request** means a request from an Alternative Operator to make a FULL LLU Swap.

**Unbundling Metallic Path for Local Loop (UMPL)** means an existing two wire metallic path connection between a JT MDF and the Network Boundary.

**Wrongful Repair Charge** means charges for repairs as a result of a fault report lodged to JT by an Alternative Operator and such faults are not related to the FULL LLU Service.

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