Shared Local Loop Unbundling Service (Shared LLU) Service Schedule 2.02

Reference Unbundling Offer June, 201127 April 2017

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Shared Local Loop Unbundling Service (Shared LLU)

1. THE SERVICE

- The Shared Local Loop Unbundling Service hereinafter referred to as "Shared LLU"; is a product that allows a voice service provided by JT, and an ADSL service offered by the Alternative Operator, to be integrated into the same twisted copper pair
- Shared LLU Service shall only be offered on a Local Loop where JT is already supplying the relevant End User with analogue telephone service provided that the required Shared LLU is non-loaded and that no active equipment (pair gain system, etc) is present in the relevant circuit. The metallic pair wire with pair gain technique deployed by JT is not part of the Shared 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 Shared LLU Service.
- If an End User disconnects JT's retail PSTN service, JT will initiate action to disconnect the PSTN service and will notify the Operator of such a disconnection. Shared LLU Service shall then be converted into Full LLU and the tariff for Full LLU shall be applied, otherwise the Service will be terminated. The applicable procedure is described in article 88 in this Service Schedule/Ordering and Provisioning Procedure.
- A technical specification of the metallic path is available in the IMP (Interference Management Plan).
- This Reference Offer and all its Annexes are considered 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

- **3.1.** 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 be provided by JT only.
 - Power DC/AC (230v).
 - Air-conditioning.

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- 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.
- **3.2.** Collocation Services are a prerequisite for the implementation and provision of Shared LLU Services. Provisioning and maintenance of Collocation will be offered by JT in accordance with Annex 1 in this Service Schedule.

The Alternative Operator must agree to 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, Zarqa and Irbid.

- 3.3. Shared LLU Service can only be requested by an Alternative Operator to provide ADSL services to the same End User that has contracted POTS services with JT on that same Local Loop
- **3.4.** No sub-letting or sharing of the Shared LLU Service provided by JT shall be permitted.
- 3.6. Alternative Operators are only allowed to sell the services over the Shared 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 Shared LLU access services except for selling to their own retail customers.
- 3.8.3. 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.
- 3.9.3.4. JT needs and has to ensure the coexistence of all services provided by the different Alternative Operators, and operators on the same cable. Therefore, the Alternative Operator must comply with the following terms
 - An Alternative Operator's request for Shared LLU Service shall always be accompanied by information and type of the equipment, and any other further information that JT may request about the equipment that the Alternative Operator intends to use to deliver the Service.
 - In any case of Alternative Operator's changes of equipment/technology used, the Alternative Operator shall priory inform JT thereof in writing in order not to cause any service degradation in JT's Network for other End Users.
 - If equipment or Network components operated by the Alternative Operator for its own use and connected to the JT's Network, cause disturbances in JT's Network, the Alternative Operator shall be required to disconnect the equipment causing this disturbance.

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- In case JT suspects that the use of the Shared LLU Service does not match the intended use as declared in the Order Form, or the offered Service may harm the integrity of JT's Network; in such cases JT shall be entitled to take all needed actions in order to protect the integrity of JT's Network. If the offered Service may harm the integrity of JT's Network JT has the right to disconnect the Alternative Operator equipment.
- If the Alternative Operator finds out a fault was caused by conditions or circumstances in JT's Network, the Alternative Operator shall inform JT thereof without any delay. The Alternative Operator shall be responsible for the accuracy of this information and shall support consequently any costs related to any JT's unnecessary intervention.
- 3.10.3.5. 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.
- 3.11.3.6. Each Shared LLU Service shall be for a minimum period of one (1) year commitment from the activation date of the Shared LLU Service. If JT receives a Share LLU Cancellation Request for that Shared LLU before the end of the commitment period then the Alternative Operator shall pay JT the Shared LLU pro rata aggregate rental cancellation charges for the remaining period.
- 3.12.3.7. If JT terminates this Service in whole or in part subject to the termination condition included in this Service Schedule, then each relevant Shared LLU Service will be terminated. Moreover, Other Associated Services, such as but not limited to, Collocation used solely for this Shared LLU Service will be terminated as well.
- 3.13.3.8. If a regulatory obligation to support or supply any specific Shared LLU Service no longer applies, JT may cease to supply the Shared 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 Shared LLU Service for any further End Users.
- 3.14.3.9. Where JT has reasonable objective grounds to consider that the Alternative Operator is in breach of an obligation, JT may:
- 3.14.1.3.9.1. suspend implementation by the Alternative Operator of the Shared LLU Service; and/or
- 3.14.2.3.9.2. take any other step contemplated by the LLU Agreement to protect JT's Network or other interests.

4. END USER ACCESS

4.1. Useable Pairs

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- 4.1.1. The Alternative Operator acknowledges that JT only supplies the Shared LLU Service, subject to successful Service Qualification and testing performed by JT.
- 4.1.2. For each Shared LLU Request the Alternative Operator warrants that it has informed the End User that the installation and operation of the Shared 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 Shared 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.

4.2. Maintenance and Non-Discrimination

4.2.1. JT will provide Network maintenance and support services to ensure that the Shared LLU Service is provided to the Alternative Operators at the same level of quality of service.

5. NETWORK

5.1. Splitters and Modems

- 5.1.1. Splitters are required in order to enable JT's voice band services and the relevant Alternative Operator-supplied ADSL data services to co-exist on the same copper pair
- 5.1.2. Centralized Splitters are installed on the MDF side by JT; Splitters are installed on End User's side.
- 5.1.3. The Alternative Operator shall be responsible for timely ordering centralized splitters for the MDF site and the End User's site prior to the request of shared pair services for individual End Users.
- 5.1.4. The splitters in the Local Exchange are provided and installed by JT; JT's responsibility shall terminate in any case at the NTP.
- 5.1.5. To guarantee the compatibility of the Network elements installed in the Local Exchange and at End User's premises Provisioning and installation of splitters at the end user premises will be as follows:

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- 5.1.5.1. In case the PSTN service is active at the end user premises, the Alternative Operator shall install the splitters provided by JT at the End User's premises,
- 5.1.5.2. In case the PSTN service is not active, newly requested, at the end user premises JT will install the splitter at the end user premises considering that JT is not responsible for the provisioning of the internal wiring at the end user premises, and
- 5.1.5.3. The Alternative Operator has the option to request JT to install the splitter at the end user premises for all its end users; In this case, the Alternative Operators will be subject to installation charges for splitters. For the avoidance of doubt the Alternative Operator should select the installation method for all its end users previously.
- 5.1.6. The Alternative Operator shall be entitled to connect the necessary cabling between the splitter and the broadband ADSL-modem to the splitter interface
- 5.1.7. The Alternative Operator shall be responsible to provide and install the modem at the end user premises as per the following options:
- 5.1.7.1. The Alternative Operator may provide and install the End User with the modem and shall get JT's approval on the type and specification of the provided modem.
- 5.1.7.2. The Alternative Operator may request JT to provide and install the modem at the Alternative Operator's end user premises. in this case, the Alternative Operator will be charged accordingly as per the set price list.
- 5.1.8. JT is not responsible of the quality of the existing in-house cabling between the splitter and the broadband modem, if it is insufficient to carry high bit rate traffic, the Alternative Operator shall be responsible for providing an appropriate link on the concerned section.
- 5.1.9. The Alternative Operator shall in no way be allowed to disconnect any narrowband equipment or to change their functionality without pre-explicit JT's acknowledgement and approval. Narrowband equipment are the equipment such as telephone set, fax or any other equipments that are connected to JT PSTN line.
- 5.1.10. If the connection of the Alternative Operator's equipment to the splitter interface is disturbing any End User's narrowband service, JT has the right to disconnect the equipment at the splitter level and inform the Alternative Operator thereof, this intervention by JT shall be considered as a Wrongful Repair Request and be billed as a consequence at the corresponding rate to the Alternative Operator. It is the Alternative Operator's obligation to clear the fault before reconnecting to the splitter interface, to avoid any impairment on the narrow-band service.

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- 5.1.11. The Shared LLU Service shall terminate in the Local Exchange at the high frequency interface of the centralized splitter and in the End User's premises at the high frequency interface of the splitter, where the Alternative Operator's equipment is connected.
- 5.1.12. At the End-User's premises, the Alternative Operator shall access the shared line at the high frequency interface of the splitter. The provision and installation of the End-User's wiring for the ADSL services, and any equipment to provide ADSL services as well as the replacement or changes to the existing End-User's wiring to install the appropriate equipment, shall be the Alternative Operator's sole responsibility
- 5.1.13. At the Local Exchange, the copper wires are terminated at the MDF. A wire connection is used to connect the Local Loop from the MDF to the central splitter rack. The low frequency is connected from the central splitter through the MDF to the JT's switch for providing JT's PSTN service. Alternative Operator's access to the Shared LLU Service (high frequency) will be established with tie cables for broadband usage from the central splitters to the HDF in the Operator's Co-Location area in that same JT's building.

5.2. BLOCKS AND TIE CABLES

- 5.2.1. The Alternative Operator shall submit a correctly completed Order Form to JT to request supply of Blocks and Tie Cables in accordance with this Service Schedule. The Order shall be submitted in the Order 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 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 <u>5.2.1</u>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 3.63.10 above, 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 Operator shall pay the Tie Cable cease charge as specified in Price List of JT's Reference Offer.

6. Fault response and repair

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- **6.1.** Subject to <u>6.26.2</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.
- **6.2.** The Alternative Operator shall in particular use the Fault Report Form as set out in Operation and Maintenance Manual.
- **6.3.** JT shall restore the Service in accordance to the timescales as specified in the Service Level Offer.

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 supply a forecast of the expected requests for the Shared LLU and associated splitters Service in each month of the twelve-month 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 Shared 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. Shared LLU PROCESSES

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.

10. Billing Period

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10.1. 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 Shared LLU Request to the next billing cycle to ensure compatibility with the JT billing cycle.

11. Responsibilities

- **11.1.** From the time of the completion of the Shared LLU Request, the relevant End User will no longer be a customer of JT for those services supplied by the Alternative Operator using the Shared LLU Service, but instead the customer of the Alternative Operator for those services.
- **11.2.** Alternative Operator is responsible of providing and installing the HDF upon JT approval.
- **11.3.** From the time of completion of the Shared LLU Request, the Alternative Operator shall provide End User Management to support the Shared LLU Services.
- **11.4.** if JT demonstrates that the fault does not relate to the shared LLU service, the Alternative Operator shall pay the Wrongful Repair Charge (on a time basis as set in the price list of JT's Reference Offer)
- 11.5. JT will be responsible for the repair of the low bandwidth services offered to the End User by JT. Alternative Operator will be responsible for the repair of the high bandwidth services. JT's responsibility with respect to the repair of the high bandwidth service is limited to the following equipment installed by JT, i.e. centralized splitters at the Central Office, the cabling between the splitter and the HDF as well as the Shared LLU between the MDF and the NTP at the End User's premises.
- **11.6.** In relation to any JT service:
- 11.6.1. JT will continue to bill the End User for any outstanding JT charges and other JT services; and
- 11.6.2. 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 Shared LLU.
- **11.7.** In respect of each Shared LLU Request submitted by the Alternative Operator to JT, the Alternative Operator shall ensure that:
- 11.7.1. 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 Shared LLU Request submission is made to JT);

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- 11.7.2. 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;
- 11.7.3. it has used its reasonable endeavours to ensure that the information in the Shared LLU Request is complete and correct; and
- 11.7.4. the processing of each Shared LLU Request, at the time it is lodged, does not breach any Party's contractual or other rights.
- **11.8.** 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.

12. Indemnity

12.1. 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.

Central Switches Sites

Central Switches Sites		
Service Router	Location	
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 th Circle data center	
SR12-HQ2	7 th Circle data center	
SR7-TLA1	TLA ALI data center	
SR7-TLA2	TLA ALI data center	

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SR7-ABN	Abdoun Data center
SR7-AQA	Aqaba Data center
SR7-ASH	Ashrafieah Data centerb
SR7-CEN	Central data center
SR7-IRB	Irbid Data center
SR7-KRK	Karak Data center
SR7-MAF	Mafraq data center
SR7-MRK	Marka data center
SR7-NZL	Nazal data center
SR7-RAS	Rasheed data center
SR7-SLT	Salt data center
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	Zahran data center
SR7-ZRQS	Zarqa shamali data center
SR7-UMHR	Um Heran Data center
SR7-MAD	Madaba data center
SR7-Naour	Naour data center
SR7-SAHAB	Sahab data center
SR1-ABD-BLOUVARD	ABDALI Boulevard data center

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SR1-ABD-boulevard2	ABDALI Boulevard data center
SR1-IRBS	Irbid shamali data center
SR1-AIDN	Aidoun Data center
SR1-AJLN	Ajloun Data center
SR1-JAR	Jarash Data center
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	Swaimah data center
SR1-AINB	Ain Basha data center
SR2-AQA	Aqaba data center
SR2-SWMA	Swaimah data center
SR1-WDMS	Wadi mousa data center

Appendix 1: Definitions

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

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

Covered Failure means an actual or suspected failure in the UMPL.

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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 Shared LLU Service supplied to the Alternative Operator in accordance with a **Shared 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 Shared 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 Shared LLU Service.

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

Infrastructure Availability means that for non-active UMPLs JT carries out a physical survey of the availability of the UMPL between the DP and the MDF.

Implementation Date means the target date by which JT shall complete a Shared LLU Request.

JT Service Node (JSN) means a JT exchange building where Shared 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 Shared 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.

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

MP means metallic path.

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

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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 Shared 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 Shared LLU from the MDF to the HDF provided by JT.

Shared 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.

Shared 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 Shared LLU Request as described in the Shared LLU Request process set out in clause <u>88</u> to this Service Schedule.

Shared LLU Invalid Transfer means a Shared LLU Transfer:

- (a) where the End User (or its/her/his agent) did not request the services that the Alternative Operator has made a Shared 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 Shared LLU Request; or
- (c) which resulted from a processing error.

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

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

Shared 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 Shared LLU from JT to 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.

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

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

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

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