

ANNEXES
27 April 2017

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ANNEX–A: Definitions

Active Local Loop

Continuous copper pair in the local loop between the Network Termination Point (NTP) and the Main Distribution Frame (MDF) providing service to the End User.

Activation Order

The Activation Order Form in Annex E.2 below duly filled by the Alternative Operator for the activation of the Service.

ADSL

Asymmetrical Bit-Rate Digital Subscriber Line.

Account Manager

Contact point to deal with the Alternative Operator from the initial request for the Services offered under this Reference Offer.

Alternative Operator

The Licensed telecommunication service provider which offers Access Service through JT network.

Alternative Operator End User

An End User directly connected to the Alternative Operator's Network.

Application Order

The application forms for accessing and providing service as provided by JT and amended from time to time.

Billing Period

The billing period in respect of the Service shall be thirty (30) Days, commencing 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 Service Request to the next billing cycle to ensure compatibility with the JT billing cycle.

Cancellation Request

The request submitted by the Alternative Operator to cancel the current LLU Service provided for its End User

Cancellation Request for Low Bandwidth Service

A request from an End User to JT in order to cancel Low Bandwidth Service provided by JT.

Co-Location Equipment Room

Physical space in JT site allocated for Co-Location purposes.

Co-Location Space

Specific physical space(s) reserved by JT in a given Co-Location Equipment Room for a given Alternative Operator according to the needs expressly specified by the later.

Commencement Date

Forecasting term for a date when a Service will start.

Commercial Account Manager

Commercial contact point to deal with the Alternative Operator from the initial request for the Services offered under this Reference Offer for commercial related matters.

Calendar

The Gregorian calendar.

CCITT

International Telegraph and Telephone Consultative Committee; a predecessor organization of the ITU-T.

Central Switch (Exchange)

JT main site.

Collocation Service

The collocation service as described in the Other Associated Services Annex of SS 2.01 and the Other Associated Services Annex of SS 2.02

Confidential Information

All data, trade secrets, ideas, concepts, know-how, knowledge, and information whether in writing or otherwise, relating to a Party's personnel, services, Network, affairs, business, Subscribers and End Users exchanged between the Parties before, on or after the Effective Date.

Customer Premises Equipment

Modem, Splitter or any related equipment (excluding the internal wiring at the End User premises).

Disclosing Party

The Party in a LLU Agreement disclosing Confidential Information.

Distribution Cable

The copper cable located behind the street cabinet in the direction of the relevant End User's Premises.

Date of handover

The date of successful completion of the service test and the delivery of service to the Alternative Operator.

Day

The 24-hour period during which the Earth completes one rotation on its axis.

Delivery point

The point that JT will hand over the LLU Service to the Alternative Operator in JT premises.

Dispute

A conflict, which may occur between Licensees due to the violation of the Telecommunications Law, regulations and rules, instructions and decisions of the TRC, the license conditions or the LLU Agreements between Licensees which have been previously approved by the TRC.

Dominant Operator

A Licensee which the TRC has determined to have significant market power in a relevant market and therefore has been required to produce a Reference Offer.

Downstream

Refers data that is received by a computer or network. This includes receiving e-mail messages, downloading files, or simply visiting Web pages.

ETSI

European Telecommunication Standards Institution.

E1 interface

2 Mb interface specified in ITU-T recommendations G703.

E3 interface

34 Mb interface specified in ITU-T recommendations G703.

Each Licensee

JT and the Alternative Operator.

Effective Date

The date on which the Agreement is signed and approved by TRC.

Either Licensee

JT or the Alternative Operator.

Emergency Event

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

End User

The ultimate recipient of the Service as the case may be.

Forecast

The Alternative Operator's best estimate of the number of future requests per site as mentioned in the Reference Offer.

Forecasting Procedures

The procedures set out in the Reference Offer.

FCP

Fault Contact Point.

Fault Report

As the case may be, either written report sent by Alternative Operator to JT in case of faults discovered within the Local Loop Unbundling (LLU) service or fault notification made per telephone to JT by the End User in case of faults discovered within the Low Bandwidth Service in the context of Shared LLU.

Forecast

The process of Alternative Operator's forecasting future demands of LLU services.

Full LLU

The Full Local Loop Unbundling Service as described in Service Schedule 2.01.

HDF - Handover Distribution Frame

The HDF will be located in the Alternative Operator specified Co-Location area. The HDF includes only the "iron work" and will be provided by the Alternative Operator, while the termination blocks of the tie cables to be fixed on the HDF will be provided by JT together with the ordered tie cables.

High Bandwidth Problem

An existing or presumed fault declared by the End User as fault via a Fault Report concerning the functionality of the High Bandwidth Service of Shared LLU.

High Bandwidth Services

ADSL services offered by an Alternative Operator to the End User (s) via Shared LLU.

Intellectual Property Right

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.

Interest Rate

The amount that JT has the right to ask the Alternative Operator to pay when the Alternative Operator fails to make its due payment to JT (at rate of 9% per annum).

Internet

The worldwide interconnection of private and public Router-based Networks via Gateways and exchange points, and which all utilize the Internet Protocol (IP).

IP

Internet Protocol

IP Network

A Network using the Internet Protocol for data transmission.

IP Traffic

Data traffic conveyed using Internet Protocol.

ITU-T

The International Telecommunications Union, Telecommunications sector.

Joint Technical Committee

The joint technical committee established by JT with the Alternative Operator, which shall discuss and agree upon the technical, operational, planning, billing and service aspects.

JT Access Point

The physical interface within JT's network at which the LLU services as referred to and defined in the Reference Offer can be obtained.

JT FCP

The Fault Contact Point provided by JT to the relevant End User and the Alternative Operator for addressing Fault Reports.

JT Infrastructure

The civil infrastructure of JT's network used in relation for the purpose of electronic communications, including ducts, splicing chambers, manholes, street cabinets, co-Location equipment rooms, etc.

Jordan Telecom NMC

JT Network Management Centre that remotely monitors and operates JT's Network.

JT

Jordan Telecommunications Company.

JT Network

The total infrastructure operated by JT to provide telecommunications services.

LLU

Local Loop Unbundling.

LLU Agreement

An agreement made between JT and the Alternative Operator in accordance with the requirements of the Reference Offer.

LLU Service(s)/ Service

Unbundling Services, including as the case may be (i) full local loop services, (ii) shared local loop services.

Local Exchange

The telephony exchange closest to a given End User.

Local Loop

The physical twisted metallic pair circuit connecting the network termination point at the relevant End User's premises to the main distribution frame or equivalent facility in the fixed public telephone network.

Low Bandwidth Problem

An existing or presumed fault declared by the End User as being a fault via a Fault Report concerning the functionality of the Low Bandwidth Service of Shared LLU.

Low Bandwidth Services

PSTN or ISDN services offered by JT to the End User via Shared LLU

Licensee

Any legal person granted a License by the TRC pursuant to the Telecommunications Law and entitled for providing Access Services.

Licensee Network

The total infrastructure operated and managed by the Licensee to provide telecommunications services.

Licensees

JT and the Alternative Operator.

Month

Thirty (30) calendar Days.

MDF - Main Distribution Frame

The termination point of the twisted pair wire in JT's Local Exchange building.

NDA

Non-Disclosure Agreement.

Non-Active Local Loop

A Local Loop that is not actively used by JT to provide a telecommunication service to a specific End User before the unbundling of the Local Loop is requested.

NTP - Network Termination Point

The termination point of the raw copper pair wire section at the relevant End User's premises at which point the JT's access network ends.

Network

The JT Network or the Alternative Operator Network as the case may be.

Network Plan

The specific agreement of the characteristics of LLU Service between JT and the Alternative Operator including, but not limited to, diagram detailing JT Nodes that the service will deliver from, the forecast for the Alternative operator, Alternative operator orders, contact points for both JT and the Alternative operator, notification and information relating to planned network upgrades and date of next review.

Operations and Maintenance Manual

A separate document that sets out the processes and principles by which JT and the Alternative Operator shall maintain and operate their networks.

Operator FCP

The Fault Contact Point provided by the Alternative Operator for the relevant End User and JT.

Order Forecast

Written plan to be submitted by the relevant Alternative Operator to JT and stating Alternative Operator's future orders for Full LLU Services or Shared LLU provided by JT.

Order Form

LLU Service order form in the form and manner attached to this Agreement under Appendix E.1 or as may be approved and/or amended from time to time by JT.

Party

As the case may be, either JT or the Alternative Operator with which a LLU Agreement for the provisioning of raw copper or Shared LLU in the local loops of JT is (being) concluded.

Parties

JT and the Alternative Operator with which a LLU Agreement for the provisioning of raw copper or Shared LLU in the local loops of JT is (being) concluded.

PSTN

Public Services Telephone Network.

Patch Panel

The interface provided by JT to the Alternative Operator for the connection of its equipment.

Person

Any individual, company, corporation, partnership, joint venture, consortium, government or governmental entity.

Receiving Licensee

A Licensee receiving any information from the Disclosing Licensee, under the LLU Agreement.

Reference Offer

The Reference Offer is a publicly available document published by JT defining a standard set of technical and commercial terms by which JT offers the LLU Services to other Alternative Operators. It forms the basis of a transparent offer by the JT to contract with another Alternative Operator through LLU Agreement.

Requested Licensee

Either JT or the Alternative Operator who has been requested by the other, under the LLU agreement, to carry out some activity in relation to the LLU Services.

Requesting Licensee

Either JT or the Alternative Operator requesting the other, under the LLU Agreement, to carry out some activity in relation to the LLU Services.

Response time

The time from reporting a fault from the Alternative Operator until JT contact point acknowledge the fault and provide a fault ticket number.

Ready for Service Date

Date at which a given LLU Service should be ready for commercial launch.

Receiving Party

The Party in an agreement receiving Confidential Information.

Schedule(s)

The schedule(s) attached to this Offer.

Service Request

The Service Request Form in Annex E.1 duly filled by the Alternative Operator

Service Qualification

the analysis carried out by JT to confirm whether a LLU service can be provided on the JT network

Shared LLU

The Shared Local Loop Unbundling Service described in Service Schedule 2.02

Site

A JT site either Central Switch or a site remotely connected to a Central Switch.

STM-1 (electrical) interface

155 Mb interface specified in ITU-T recommendations G703.

Technical Account Manager

Technical contact point to deal with the Alternative Operator from the initial request for the Services offered under this Reference Offer for technical related matters.

Telecommunications Law ' or 'Law'

Telecommunications Law means the Jordanian Telecommunications Law No. 13 of 1995 and its amendments.

Third Party

Any Party, other than JT and the Alternative Operator.

Tie Cable

A cable provided by JT which is a group of wires metallic path between JT MDF to Alternative Operator HDF.

Traffic

The information moved over a communication channel.

TRC

The Telecommunications Regulatory Commission.

TRC Decision

TRC BoC Decision (no. 15-13/2010) dated 14th July 2010 which may be revised by the TRC from time to time.

Useable Pair

The available copper wire connection to the End User not utilized by a provisioned service.

Upstream

Refers to data that is sent from a computer or network. This includes all types of outgoing data, such as sending an e-mail message or uploading a file.

Week

A period of seven (7) calendar Days.

Year

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

Subject to TRC approval

Capitalized terms or expressions that are not defined in the above list shall have the same meanings assigned to them in the TRC BoC Decision. (No. 15-13/2010) dated 14th July 2010

ANNEX-B: BILLING and PAYMENT

LLU SERVICE

- B.1 This clause refers to the service described in the Service Schedules related to the Reference Offer.
- B.2 Billing shall be carried out in accordance with charging structure outlined in the Service Schedules and at the rates detailed in the Price List. The Alternative Operator shall pay JT the applicable Charges for the Services as set out in the LLU Service Price List in the Service Schedules. However, these charges will be modified by JT from time to time after approval by TRC upon needs.
- B.3 The commencement of charging the setup fees for the LLU Service shall be from the date of accepting the order in accordance with the set-up fees set out in Service Schedules.
- B.4 The Commencement of charging the monthly fees shall be upon the delivery of the Service to the Alternative Operator under the terms of this Reference Offer. The Billing Period for a Service shall be monthly in advance with each month commencing on the 1st Day of that Calendar month.
- B.5 Billing shall involve an initial invoice for installation fees (set-up fees) and monthly fees from the Commencement Date of charging to the start of the next Billing Period. Thereafter invoicing will be monthly in advance.
- B.6 The Alternative Operator shall be liable for payment of the full invoice no later than one (1) month or as agreed upon between JT and the Alternative Operator in writing.
- B.7 Billing disputes between JT and the Alternative Operator shall be resolved in accordance to this Reference Offer.

ANNEX-C: MANAGEMENT OF LLU SERVICES

C.1 Management OF LLU SERVICES

C.1.1 Account Management

C.1.1.1 JT shall appoint a Technical Account Manager and a Commercial Account Manager to deal with the Alternative Operator from the initial request for LLU Services, to coordinate communication on LLU Services matters.

C.1.1.2 JT and the Alternative Operator shall agree to hold a meeting within ten (10) working Days of a meeting being formally requested by either Licensee.

C.1.2 Joint Technical Committee

C.1.2.1 JT shall establish a Joint Technical Committee with the Alternative Operator.

C.1.2.2 The Joint Technical Committee shall discuss and agree upon the technical, operational, planning, billing and service aspects, with authority to take decisions on these matters.

C.1.2.3 The Joint Technical Committee shall consist of equal representatives, including technical and commercial staff, from both Parties to be agreed upon between JT and the Alternative Operator; the Joint Technical Committee members may be changed from time to time upon mutual agreement as appropriate.

C.1.2.4 The Joint Technical Committee shall meet on a regular basis not less than twice a Year and upon request in cases of emergency with the meetings planned in advance. The agenda may include, among the other items raised by either Party, the following items:

- Need for new site of LLU Service and/or its Other Associated Services
- Analysis of service quality
- Discussion of capacity requirements
- Future forecasts
- Discussion and analysis of faults during the period since the previous meeting
- Discussion of billing processes
- Provision of relevant information and discussion of changes to either Network or to the LLU Service

C.2 C.2 Records of LLU Services

C.2.1 JT and the Alternative Operator shall maintain a database of all LLU Services per site and any other relevant information in order to facilitate the management of the LLU Services. This database contains the following information, as applicable, for each LLU and shall be reviewed and reconciled if necessary from time to time:

1. LLU Service reference number
2. Alternative Operator name
3. End User name
4. In-service date
5. Site name and location
6. Other Associated Services such as:
 - Collocation space services
 - Tie cable
 - Power (AC 230 V)
 - Air-conditioning
 - Fire-protection and fighting
 - Lighting system
 - Back hauling connectivity
 - Site information
 - Intra building links

ANNEX – D: TECHNICAL INFORMATION
(Provided in IMP)

ANNEX – E: LLU PROCESSES

E.1 Ordering and Provisioning Process for Tie Cable from JT

E.1.1 Ordering Procedure for Tie Cable:

E.1.1.1 The Alternative Operator can order Tie Cable through a Service Order form in Appendix E1, which shall define:

- Tie cable capacity
- JT site name.

If all resources are available and the request is accepted, JT needs

- 3 weeks from the date of receiving the signed Service Order to perform requests that do not need civil work.
- 60 days from the date of receiving the signed Service Order to perform requests that need civil work

E.1.2 Provisioning of Tie Cable:

E.1.2.1 Alternative Operator is responsible to terminate the Tie Cable on its terminal blocks on the HDF.

E.1.2.2 In relation to any Site, all installations shall be done directly by JT or by JT's subcontractors.

E.1.2.3 The minimum capacity for each cable is 100 pairs.

E.2 Full LLU PROCESS

E.2.1 Ordering of Full LLU Service

E.2.1.1 The Full LLU Service Request includes the written authorization-statement of the End User towards the Alternative Operator. JT will not start the execution of the Alternative Operator LLU Service Request before receiving the cancellation request from the current provider, whereby current provider means the provider who is currently providing the service to the End User.

E.2.1.2 The authorization of the End User signifies that the End User wishes to quit the LLU Service(s) provided by the current provider through this wire, and therefore

is equal to a request for termination of subscription for LLU Service(s) provided by the current provider via the specific wire.

- E.2.1.3 With the present authorization-statement, the End User commits to pay the final bill that will be issued for the LLU Service(s) rendered by JT until the date of termination and has the obligation to return to JT any terminal devices (property of JT) that were installed by JT in the End User premises in order to facilitate the provision of Services and any other required commitments in accordance with the related service(s) terms and conditions.
- E.2.1.4 The LLU Service Requests are fulfilled in chronological order, according to the date of submission.
- E.2.1.5 The Alternative Operator submits the Full LLU Service Request for the Full LLU to the Commercial Account Manager, and all the relevant sections of the Order Form must be completed, a reference number will be provided.
- E.2.1.6 Full LLU Service Request shall be in the format notified by JT from time to time and shall be submitted by the means notified by JT from time to time.
- E.2.1.7 JT will, within seven (7) working Days of receipt of any Full LLU Service Request notify the Alternative Operator whether the Full LLU Service Request is:
- (a) accepted; or
 - (b) rejected
- E.2.1.8 JT may reject Full LLU Service Request if it:
- is incomplete or incorrect or illegible or cannot reasonably be understood;
 - does not properly identify the End User, or provide information which does not enable JT to identify the Useable Pair;
 - is not submitted in accordance with provisions of this section [E.2.1E-2.4](#);
 - has any other material defect which will hinder the completion of the Full LLU Request notified by JT to the Alternative Operator at the time of rejection; or
 - was made at JT where the Alternative Operator has no Collocation Service.
- E.2.1.9 In case of rejection due to the above-mentioned reasons, the Alternative Operator will be charged the Rejection charge (as set out in Price List of the Unbundling Reference Offer).

- E.2.1.10 If accepted, the Full LLU Service Request will be implemented as defined in Service Level Offer.
- E.2.1.11 JT shall, within two (2) working Days of completion of a Full LLU Service Request, notify the Alternative Operator of completion.
- E.2.1.12 Once a Full LLU Service Request is successfully completed, the Alternative Operator will be charged as set out in Price List of JT's Unbundling Reference Offer.
- E.2.1.13 JT is entitled to rely on a Full LLU Service Request as evidence that the relevant End User has given an End User authorization in relation to the requested Full LLU Service Request and understands and is aware of the End User's continuing liability to pay any charges to JT when due.
- E.2.1.14 JT shall put on hold, a Full LLU Service Request, if:
- The relevant Full LLU Service cannot meet service qualification; or
 - An authorized person from the End User or the Alternative Operator is not available to provide further information when requested and has been contacted at least twice.
- E.2.1.15 For the avoidance of doubt, JT shall notify the Alternative Operator in writing once a Full LLU Service Request is on hold and shall resume the process as soon as the reason for putting the Full LLU Service Request on hold as per [E.2.1.14](#) above is satisfied accordingly and brought to JT's notice in writing by the Alternative Operator.
- E.2.1.16 Any Service Levels and Service Credits shall not be considered during the period which the Full LLU Service Request is put on hold as a result of paragraph [E.2.1.14](#) above.
- E.2.1.17 JT will not accept any Full LLU Service Request unless following prerequisites have been fulfilled:
- A LLU Agreement has been signed between the Parties,
 - A Co-Location area at the concerned MDF Site exists and the installation of a tie cable has been duly completed as per annex 1 for Associated Services.

E.2.1.18 The Full LLU ordering process is Alternative Operator-controlled. This means that:

- End Users shall contact directly the Alternative Operator they wish to purchase the telecommunications services from.
- Before signature of an Order Form requiring Full LLU, the Alternative Operator shall inform the End User about the procedures and responsibilities in case of providing Service through Full LLU, and about the related impacts on his/her existing telecommunications services.
- JT shall not accept any Full LLU Service Requests issued directly by an End User, and only the Alternative Operator shall communicate with JT.
- In case of inconsistency, doubt or any claims raised by the End User, the Alternative Operator contracting service with the End User, shall provide upon first request and within thirty (30) Days due evidence of the End User's valid authorization by submitting the original request-form signed by the End User.
- The Alternative Operator can submit a Full LLU Service Request in those local area networks where this Alternative Operator has contracted Co-Location area.

E.2.2 Batches

E.2.2.1 Subject to clause 3.3 of the Full LLU Service Schedule, the Alternative Operator shall submit Full LLU Service Requests to JT in batches of 10 metallic pairs. Batches shall be:

- submitted by the means notified by JT from time to time;
- submitted by authorized person of the Alternative Operator;
- made up of only Full LLU Service Requests that comply with the requirements of this Service Schedule and the LLU Agreement; and
- identified by a unique batch number generated by the Alternative Operator.

E.2.2.2 JT will only accept batches of Full LLU Service Requests that:

- are delivered to JT during business hours (for the avoidance of doubt submission received after business hours will be deemed to have been received on the next working Day);
- comply with the requirements set out in section [E.2.1E-2.1](#);

E.2.2.3 The maximum number of batches that can be handled ~~for all sites~~ is two (2) batches per Day for all Alternative Operators on first-come first-served basis.

- E.2.2.4 When a batch of Full LLU Service Requests contains one (1) or more Requests that contain one (1) or more defects, JT will:
- reject the defective Full LLU Service Requests by returning them to the Alternative Operator; and
 - continue to process the valid Full LLU Service Requests within the same batch.
- E.2.2.5 If the deficiency in the batch is less than 5%, JT may keep the Full LLU Service Request of the Alternative Operator and ask the Alternative Operator to correct the defective requests within one (1) week.

E.2.3 Provisioning of Full LLU

- E.2.3.1 After accepting the Full LLU Service Request, the Alternative Operator shall coordinate with the concerned End User for Full LLU activation and send an Activation Order Form to JT.
- E.2.3.2 When the Activation Order is received, JT within three (3) weeks will test the line from the MDF to the NTP at the End User's premises.
- E.2.3.3 In case of a positive testing, the end-point of the Full LLU in the Local Exchange will be jumpered to the indicated connection point of the Alternative Operator's tie cable.
- E.2.3.4 JT will execute the order and hand over the twisted pair of metal wires to the Alternative Operator within ten (10) working days of performing the positive testing
- E.2.3.5 From the time of the handover of the twisted pair of metal wires onwards, the Alternative Operator shall be responsible for all Services provided and deployed on this line.
- E.2.3.6 Should the requested Full LLU installation fail for any reason, such as and not limited to, a discrepancy existing between the information provided for Full LLU and physical situation in the network preventing installation of Full LLU, in such a case, the Full LLU Order has to be closed and JT shall send a final failure message to the Alternative Operator.

E.2.4 Cancellation of Full LLU

- E.2.4.1 In case an End User terminates the telecommunications services provided by the Alternative Operator through Full LLU, the Alternative Operator shall inform JT of the availability for reallocation of the concerned Full LLU within two (2) working Days.
- E.2.4.2 To avoid any undue disconnection, the Cancellation Request shall contain at least the following mandatory information:
- Full LLU reference number,
 - Tie-cable connection point number,
 - Full End User's name,
 - End User's Address, and
 - Date of deactivation.
- E.2.4.3 JT shall confirm the Cancellation Request receipt to the Alternative Operator within two (2) working Days. In case of early termination of the LLU Agreement or Service Order, the Alternative Operator shall pay the charges agreed upon for the whole contracted initial or renewed term per each LLU Service Order.
- E.2.4.4 In case of incoherence of the submitted Cancellation Request information after validation in the JT's database, this stated incoherence will be indicated in JT reply.
- E.2.4.5 The Full LLU shall not be disconnected until the incoherence has been clarified with both Parties.

E.2.5 Full LLU Cancellation Request Before Activation

- E.2.5.1 If, upon the End User's request to the Alternative Operator or for any other reason, the Alternative Operator wants to abandon its for Full LLU Service Request after having submitted an Order Form, the Alternative Operator shall inform JT of its decision to cancel the said Order Form. The Cancellation Request shall contain at least the following information:
- Full LLU number,
 - Tie cable connection point number,

- Full End User's name, and
- End User's address.

E.2.5.2 JT will, within two (2) Working Days of completion of a Full LLU Cancellation Request notify the Alternative Operators that the Full LLU Cancellation Request has been processed.

E.2.5.3 The Alternative Operator will be charged the cancellation charge (as set out in Price List of JT's Reference Offer).

E.3 Shared LLU PROCESSES

E.3.1 Ordering of Shared LLU

E.3.1.1 The application for provision of the Shared LLU includes the written authorization-statement of the End User towards the Alternative Operator, JT will not start the execution of the Alternative Operator Service Request before receiving the Cancellation Request from the current provider. Current provider is the provider who is currently providing the service to the End User.

E.3.1.2 The authorization of the End User signifies that the End User wishes to quit the Service(s) provided by the current provider through this wire, and therefore is equal to a Cancellation Request for termination of subscription for Service(s) provided by the current provider via the specific wire.

E.3.1.3 With the present authorization-statement, the End User commits to pay the final bill that will be issued for the Service(s) rendered by JT until the date of termination and has the obligation to return to JT any terminal devices (property of JT) that were installed by JT in the End User premises in order to facilitate the provision of Services and any other required commitments in accordance with the related service(s) terms and conditions.

E.3.1.4 The Shared LLU Service Requests are fulfilled in chronological order, according to the date of submission.

- E.3.1.5 The Alternative Operator submits the Shared LLU Service Request to the Commercial Account Manager, all the relevant sections of the Order Form must be completed, a reference number will be provided.
- E.3.1.6 Shared LLU Service Request shall be in the format notified by JT from time to time and shall be submitted by the means notified by JT from time to time.
- E.3.1.7 JT will, within seven (7) working Days of receipt of any Shared LLU Service Request, notify the Alternative Operator whether the Shared LLU Service Request is:
- (a) accepted; or
 - (b) rejected
- E.3.1.8 JT may reject Shared LLU Service Request if it:
- is incomplete, incorrect, illegible or cannot be reasonably understood;
 - does not properly identify the End User, nor provide information which would enable JT to identify the Useable Pair;
 - is not submitted in accordance with section E.3.1 of this clause.
 - has any other material defect which will hinder the completion of the request, notified by JT to the Alternative Operator at the time of rejection; or
 - was made at a JT where the Alternative Operator has no Collocation Service.
- E.3.1.9 In case of rejection due to the above-mentioned reasons, the Alternative Operator will be charged the Rejection Charge (as set out in Price List of the Reference Offer).
- E.3.1.10 If accepted, the Shared LLU Service Request will be implemented as defined in Service Level Offer.
- E.3.1.11 JT shall, within two (2) working Days of completion of a Shared LLU Service Request, notify the Alternative Operator of completion.
- E.3.1.12 Once a Shared LLU Service Request is successfully completed, the Alternative Operator will be charged as set out in Price List of JT's Reference Offer.
- E.3.1.13 JT is entitled to rely on a Shared LLU Request as evidence that the relevant End User has given an End User authorization in relation to the requested

Shared LLU Request and understands and is aware of the End User's continuing liability to pay any charges to JT when due.

E.3.1.14 JT shall put on hold, a Shared LLU Request, if:

- The relevant Shared LLU Service cannot meet Service Qualification;
- An authorized person from the End User or the Alternative Operator is not available to provide further information when requested and has been contacted at least twice.

E.3.1.15 For the avoidance of doubt, JT shall notify the Alternative Operator in writing once a Shared LLU Service Request is on hold and shall resume the process as soon as the reason for putting the Shared LLU Service Request on hold as per ~~E.3.1.14~~E-3.1-14 above is satisfied accordingly and notified to JT in writing by the Alternative Operator.

E.3.1.16 Any Service Levels and Service Credits shall not be considered during the period which the Shared LLU Service Request is put on hold as a result of section ~~E.3.1.14~~E-3.1-14 above.

E.3.1.17 JT will not accept any Shared LLU Service Request unless following prerequisites have been fulfilled:

- A LLU Agreement has been signed between the Parties, and
- A Collocation area at the concerned MDF Site exists and the installation of a tie cable has been duly completed as per Annex 1 for Associated Services.

E.3.1.18 The Shared LLU Service Request process is Alternative Operator-controlled. This means that:

- End Users shall contact directly the Alternative Operator they wish to purchase the telecommunications services from.
- Before signature of an Order Form requiring Shared LLU, the Operator shall inform the End User about the procedures and responsibilities in case of providing service through Shared LLU, and about the related impacts on his/her existing telecommunications services.
- JT shall not accept any Shared LLU Service Requests issued directly by an End User, and only the Alternative Operator shall communicate with JT.

- In case of inconsistency, doubt or any claims raised by the End User, the Alternative Operator contracting service with the End User, shall provide upon first request and within thirty (30) Days due evidence of the End User's valid authorization by submitting the original request-form signed by the End User.
- The Alternative Operator can submit a survey request for Shared LLU in those local area networks where this Alternative Operator has contracted Collocation area.

E.3.2 Batches

E.3.2.1 The Alternative Operator as per clause 3.3 of the shared LLU Service Schedule shall submit Shared LLU Service Requests to JT in batches of 10 metallic pairs, Batches shall be:

- submitted by the means notified by JT from time to time;
- submitted by authorized person of the Alternative Operator;
- made up of only Shared LLU Service Requests that comply with the requirements of this Service Schedule and the LLU Agreement; and
- Identified by a unique batch number generated by the Alternative Operator.

E.3.2.2 JT will only accept batches of Shared LLU Service Requests that:

- are delivered to JT during business hours (for the avoidance of doubt submission received after business hours will be deemed to have been received on the next working Day);
- comply with the requirements set out in section [E.3.1E-3.1](#) of this clause;
- the maximum number of batches that can be handled ~~for all sites~~ is two (2) batches per Day for all Alternative Operators on first-come-first-served basis.

E.3.2.3 When a batch of Shared LLU Service Requests contains one (1) or more Shared LLU Service Requests that contain one (1) or more defects, JT will:

- reject the defective Shared LLU Service Requests by returning them to the Alternative Operator; and
- continue to process the valid Shared LLU Requests within the same batch.

E.3.2.4 If the deficiency in the batch is less than 5%, JT may keep the Shared LLU Service Request of the Alternative Operator and ask the Alternative Operator to correct the defective requests within one (1) week.

E.3.3 Provisioning of Shared LLU

E.3.3.1 After accepting the Shared LLU Service Request, the Alternative Operator shall coordinate with the concerned End User for Shared LLU activation and send an Activation Order to JT.

E.3.3.2 When the Activation Order is received, JT within three (3) weeks will test the line from the MDF to the NTP at the End User's premises.

E.3.3.3 In case of a positive testing, the end-point of the splitter in the Local Exchange will be jumpered to the indicated connection point of the Alternative Operator's tie cable.

E.3.3.4 JT will execute the order and hand over the twisted pair of metal wires to the Alternative Operator within 10 working days of performing the positive testing.

E.3.3.5 As from the time hand over of the twisted pair of metal wires onwards, the Alternative Operator shall be responsible for all services provided by Alternative Operator and deployed on this line.

E.3.3.6 Should the requested Shared LLU installation fail for any of the below reasons, which include but are not limited to the below, JT shall inform the Alternative Operator:

- If the installation of the splitters on the line did prevent the underlying Public Old Telephone Set (POTS) service to continue to work properly (mainly due to insertion loss of the splitters), or
- In case of a discrepancy existing between the information provided for Shared LLU and physical situation in the network preventing installation of Shared LLU (for instance, PSTN service is provided through active elements in the network; pair gain, etc).

E.3.3.7 If such cases prevent the provisioning of Shared LLU on this specific line and there exists no second POTS line to the same End User in the same premises that could support Shared LLU, the Shared LLU Order Form has to be closed and JT shall send a final failure message to the Alternative Operator.

E.3.4 Cancellation of Shared LLU

E.3.4.1 In case an End User terminates the telecommunications services provided by the Alternative Operator through Shared LLU, the Alternative Operator shall inform JT of the availability for reallocation of the concerned Shared LLU within two (2) working Days.

E.3.4.2 To avoid any undue disconnection, the Cancellation Order shall contain at least the following mandatory information:

- Shared LLU reference number,
- Centralized Splitter information,
- Tie-cable connection point number,
- Full End User's name,
- End User's Address, and
- Date of deactivation.

E.3.4.3 JT shall confirm the Cancellation Order receipt to the Alternative Operator within two (2) working Days, In case of early termination of the LLU Agreement or Service Order, the Alternative Operator shall pay the charges agreed upon for the whole contracted initial or renewed term per each Shared LU Service Order

E.3.4.4 In case of incoherence of the submitted Cancellation Order information after validation in the JT's database, this stated incoherence will be indicated in JT's reply.

E.3.4.5 The Shared LLU shall not be disconnected until the incoherence has been clarified with both Parties.

E.3.5 Cancellation of Low-Band Service (POTS)

E.3.5.1 A Cancellation Request for Low Bandwidth (POTS) Service has to be sent by the concerned End User directly to JT.

E.3.5.2 In case an End User cancels the Low Bandwidth Service, he/she has contracted with JT; the Shared LLU shall automatically be converted into a Full LLU.

E.3.5.3 JT shall inform the Alternative Operator of this conversion and give the following information:

- Shared LLU reference number,
- Centralized splitter information,
- Tie cable connection point number,
- Full End User's name,
- End User's address,
- New allocated Full LLU number,
- Date of conversion.

E.3.5.4 The Alternative Operator shall be billed and governed by the Full LLU service schedule from the date the Low Bandwidth Service has been effectively cancelled, if this is not accepted by the Alternative Operator, the service/s for this End User will be terminated.

E.3.6 Reactivation of low-band service (PSTN)

E.3.6.1 A line that had been used as Shared LLU and converted to a Full LLU after cancellation of the Low Bandwidth Service can be later on reactivated as a Shared LLU. This change back from Full LLU to Shared LLU shall take place upon the End User's formal request for activation of Low Bandwidth Service to be provided by JT.

E.3.6.2 If the End User orders the Low Bandwidth Service from JT, the Full LLU service shall automatically be converted into a Shared LLU.

E.3.6.3 JT shall inform the Alternative Operator of this conversion and give the following information:

- Full LLU number,
- Tie cable connection point number,
- Full End User's name,
- End User's address,
- New allocated Shared LLU number, and
- Date of conversion.

E.3.6.4 The Alternative Operator shall be billed and governed by the Shared LLU Service Schedule from the date the Low Bandwidth Service has been effectively reactivated.

E.3.7 Shared LLU Cancellation Request Before Activation

E.3.7.1 If, upon the End User's request to the Alternative Operator or for any other reason, the Alternative Operator wants to abandon its Shared LLU Service Request after having submitted an Order Form, the Alternative Operator shall inform JT of its decision to cancel the said Order Form. The Cancellation Request shall contain at least the following information:

- Shared LLU number,
- Tie cable connection point number,
- Full End User's name, and
- End User's address.

E.3.7.2 JT will, within two (2) Working Days of completion of a Shared LLU Cancellation Request notify the Alternative Operators that the Shared LLU Cancellation Request has been processed.

- E.3.7.3 The Alternative Operator will be charged the cancellation charge (as set out in Price List of JT's Reference Offer).

Appendix E.1 – Service Order Form

Appendix E.2 – Activation Order Form