

JORDAN TELECOM

REFERENCE UNBUNDLING OFFER

27 April 2017

Subject to TRC Approval

MAIN OFFER DOCUMENT

Subject to TRC Approval

TABLE OF CONTENTS

1.	INTRODUCTION.....	65
2.	DEFINITIONS AND INTERPRETATION	6
3.	LOCAL LOOP UNBUNDLING SERVICE DESCRIPTIONS	76
4.	SERVICE TERMS.....	8
5.	CHARGING FOR LLU SERVICES.....	13
6.	BILLING AND PAYMENT.....	13
7.	GUARANTEE.....	1413
8.	NETWORK DESIGN AND PLANNING	1514
9.	NETWORK SAFETY AND PROTECTION	1514
10.	QUALITY OF SERVICE.....	15
11.	PROVISIONING, OPERATION AND MAINTENANCE	15
12.	PROVISION OF INFORMATION.....	15
13.	DISPUTES RESOLUTION	16
14.	ARBITRATION.....	17
15.	BREACH, SUSPENSION AND TERMINATION	1817
16.	CONFIDENTIALITY	20
17.	INTELLECTUAL PROPERTY RIGHTS	2021
18.	REVIEW.....	21
19.	FORCE MAJEURE.....	22
20.	LIMITATION OF LIABILITY.....	23
21.	ASSIGNMENT OF RIGHTS AND OBLIGATIONS	2425
22.	NOTICES	2425
23.	WAIVER.....	2526
24.	SEVERABILITY	2526
25.	AMENDMENTS	2526
26.	GOVERNING LAW.....	2526

27. DURATION..... 26

APPENDICES

Service Schedules

Price List

Annexes

Operation and Maintenance Manual

Service Level Offer

1. INTRODUCTION

- 1.1. Based on the regulatory decision (No. 15-13/2010) dated 14th July 2010 (hereinafter referred to as “TRC Decision”), relating to the Fixed Broadband Market Review, issued by the Telecommunication Regulatory Commission (hereinafter referred to as the “TRC”) where new obligations have been imposed on Jordan Telecommunication Company (hereinafter referred to as “JT”), JT is issuing this version of its Local Loop Unbundling Reference Offer.
- 1.2. To the extent that JT has been determined by TRC as the dominant operator in the market for wholesale physical network infrastructure access, it is required to issue a local loop unbundling Reference Offer. For the avoidance of doubt, this Reference Offer and its appendices represent JT’s Local Loop Unbundling Reference Offer (hereinafter referred to as the “Reference Offer”).
- 1.3. JT hereby offers to deliver the service to another licensed operator in the market (hereinafter referred to as the “Alternative Operator”) in accordance with the obligations set out in TRC decision, and to supply services and facilities on the terms and conditions as provided in this Reference Offer and according to network plan.
- 1.4. The Alternative Operator, by requesting the service with JT, warrants that it has, in full force and effect, the due authorisations stipulated by the TRC to enter into an agreement arising from an acceptance of this Reference Offer and accepts the obligations placed upon it by the TRC.
- 1.5. JT and the Alternative Operators shall co-operate in providing Other Associated Services upon availability.
- 1.6. JT offers its Reference Offer to the Alternative Operators as presented by JT and approved by TRC, and subject to JT’s right to modify the offered service definition, and terms and conditions at any time JT finds it appropriate to modify this offer. Any update on the RUO should be subject to the TRC approval prior to publication.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Reference Offer, except if the context requires otherwise, words and expressions are as defined in Annex A.
- 2.2. In the event of conflict or ambiguity between the terms defined in the TRC Decision on the Fixed Broadband Market and the terms defined in the Licences or in the governing laws and Telecommunications Law in respect of this Reference Offer, the following order of precedence shall apply;
 - a) The Telecommunications Law
 - b) The Licence
 - c) This Reference Offer

3. LOCAL LOOP UNBUNDLING SERVICE DESCRIPTIONS

- 3.1. The Local Loop Unbundling (LLU) is the service that allows an Alternative Operator to use the physical metallic wire connection between JT MDF and the Network Termination Point (NTP) in the End User Premises. When using Other Associated Services', the acquiring of the Other Associated Services depends on the availability of these services.
- 3.2. The Alternative Operator can have an access to the metallic pairs by connecting a tie cable from JT MDF to the Handover Distribution Frame (HDF) installed by the Alternative Operator, where the HDF will be installed by the Alternative Operator.
- 3.3. The Network Termination Points (NTP) is defined to be the Network Boundary at the End User site, it can be:
 - In multi-end users, where the NTP is the cross-connectable distribution box in the building, such as: building with several apartments.
 - In one-family house, the NTP is the first distribution box inside the End User's house.
- 3.4. Based on this Reference Offer, two types of LLU can be defined according to the usage of copper wire and PSTN:
 - 3.4.1 Full LLU in which the Alternative Operator will rent the copper wire from JT and provide its End User with telecom services.
 - 3.4.2 Shared Local Loop Unbundling, in which the Alternative Operator will share with JT the usage of the metallic pair, whereby the voice will be provided by JT and the data will be provided by the Alternative Operator.

3.4.3 To provide the above Local Loop Unbundling Services, some or all of the following associated services will be provided if needed:

- Collocation space services
- Tie cable provided by JT for the connections of JT MDF to handover distribution frame (HDF).
- Power DC/AC (230v)
- Air-conditioning
- Fire-protection and fighting.
- Lighting system
- Back hauling connectivity
- 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

3.5. The Service Level Offer details the timescales for delivery of services and the in-service quality standards provided.

4. SERVICE TERMS

- 4.1. JT will offer the LLU Service to the Alternative Operator when there is sufficient, available, qualified and unreserved Local Loop at the requested sites.
- 4.2. JT will offer the LLU Service to the Alternative Operator when the Associated Services are technically feasible, available, reasonable, unreserved, and will not affect the integrity of the existing equipment at the collocation site under the responsibility of JT or any other Third Party, the physical collocation can be:
- Co-mingling (floor space)
 - Dedicated space (secured room/ partitions)
 - Adjacent collocation (land space within JT premises)
 - Adjacent building to JT
- 4.3. The LLU Service will be provided to the Alternative Operator after being tested using JT standards, and the Alternative Operator must ensure that the Non-JT Equipment connected to the LLU meets the specifications and requirements based on International Telecommunication Union (ITU) standards, and pre-tested and verified by JT according to the Interference Management Plan (the “IMP”) document.

- 4.4. LLU Agreement between JT and the Alternative Operator shall be signed by both parties and approved by TRC before starting the provisioning of the service.
- 4.5. Alternative Operators are ~~only~~ allowed to sell the LLU to their retail customers. ~~For the avoidance of doubt, the Alternative Operator is not allowed~~ and to resell the LLU Service to another Licensee.
- 4.6. The Alternative Operator shall inform the relevant End User about all technical modifications required on his/her existing installation and the service impacts that might occur.
- 4.7. The Alternative Operator should not make any changes by itself or through Third Party to JT's facilities without the prior written consent of JT. In the event of JT's approval, the implementation of change shall be under the supervision of JT.
- 4.8. The Alternative Operator is not allowed to add pair gains or similar equipment to leased metallic LLU.
- 4.9. Any damages not affecting JT or other Alternative Operators services that are caused by the Alternative Operator or its staff to JT facilities during installation, operating or maintaining the service will be borne by the Alternative Operator, which has caused the damage. For the avoidance of doubt:
 - The Alternative Operator shall bear the entire costs of such damages; and
 - The correction should be supervised and approved by JT,if the Alternative Operator does not correct the damages as stated above within one (1) week from the notification date, JT will:
 - proceed with the reasonable works necessary to correct the damages; and
 - charge the Alternative Operator with the entire incurred costs.
- 4.10. Any damages that are affecting JT or other Alternative Operators services that may occur to JT's facilities during installing, operating, and maintaining the Alternative Operator equipment or during changes made to JT facilities by the Alternative Operator or on behalf of it will be corrected directly by JT. For the avoidance of doubt, the Alternative Operator shall bear the costs of such damages and associated losses.
- 4.11. The test equipment which will be used to test Local Loop wire by the Alternative Operator shall be according to JT's standards.
- 4.12. The Alternative Operator shall use its reasonable endeavours to ensure the continuity and integrity of JT's services during the installation and operation of the service.

- 4.13. The Alternative Operator shall cooperate to maintain the continuity of the service according to its responsibility stated in this Reference Offer.
- 4.14. The Alternative Operator agrees that, from time to time, it may be necessary for JT to temporarily suspend the service during periods of repair, essential maintenance or alteration or upgrade to JT's network. In the case of planned outage, JT will give the Alternative Operator five (5) working days' notice prior to such suspension of service by referring to the Operation & Maintenance Manual clause in this Reference Offer. JT will restore the service as soon as possible after such suspension. The service still has to be charged during the suspension of the service.
- 4.15. The Alternative Operator shall fulfil all authentication, authorization and addressing functions for its End User.
- 4.16. The Alternative Operator shall pay in due time the invoices sent by JT as stated in details in the Billing Annex.
- 4.17. The Alternative Operator must manage the service provided to the End User with all management tools to support the LLU Services, from the time of completion of the LLU provisioning.
- 4.18. From the time of the completion of the LLU provisioning, the relevant End User will no longer be a customer of JT for those services supplied by the Alternative Operator using the LLU Service. For the avoidance of doubt, such End User will be a customer of the Alternative Operator for such services.
- 4.19. The Alternative Operator is responsible for billing the customer for the services supplied to End User using the LLU Services provided since the date of the LLU's request completion as determined by JT.
- 4.20. The Alternative Operator shall coordinate with JT for all maintenance replacement or repair of the network on the Alternative Operator's side of the Network Boundary. For the avoidance of doubt, JT will not be responsible for any side effect resulting from this action.
- 4.21. JT has the right to disconnect the Alternative Operator equipment or any part of it without prior notice to the Alternative Operator if such equipment is exposing or could expose any person to danger of death or injury. After such an operation of disconnection, JT should be obliged to inform the Alternative Operator about it timely.

- 4.22. JT has the right to make changes in its premises or facilities without the need for permission from the Alternative Operator unless these changes affect the LLU Service provided to the Alternative Operator. In this case, JT will give 2 weeks' prior notice to the Alternative Operator. For the avoidance of doubt, JT will make the necessary changes after the lapse of the 2 weeks.
- 4.23. JT is not responsible for any damages that may occur to the Alternative Operator's equipment or services due to Force Majeure.
- 4.24. JT is not responsible for the content or misuse of the communications conveyed by making use of the LLU Service.
- 4.25. JT is not responsible for the operation and maintenance of the Customer Premises Equipment (CPE), or the internal wiring as long as the internal wiring is not within the Network boundary of JT.
- 4.26. JT will use its reasonable endeavour to connect the LLU Service as per Annex E. JT will notify the Alternative Operator when the connection has been impacted in accordance with LLU Process set out in Annex E to this Reference Offer. Except for any service credit specified in this Reference Offer, JT will not be liable for any inconvenience, loss or damage suffered by the Alternative Operator or an End User if JT does not connect the LLU Service by the implementation date as set out in Annex E.
- 4.27. Where JT has reasonable objective grounds that the Alternative Operator is in breach of any obligation set by this Reference Offer, thereby causing, or potentially may cause, any damages to JT equipment or any other Alternative Operators' equipment, or interference affecting, or potentially may affect, the service of JT or any other Alternative Operator, then JT may:
 - a. Suspend implementation by the Alternative Operator of the LLU; and/or
 - b. Take any other step contemplated by the LLU Agreement terms to protect JT's network or other interest.
- 4.28. JT reserves its right to recover the cost of repair of any reported fault to JT in case the fault is not under JT's responsibility ("Intervention Fees" will be applicable) as per the mentioned fault responsibilities in the LLU fault handling process/operation and maintenance manual, and JT will have the responsibility for the provision of, repair and the maintenance of the JT related elements of LLU Service.
- 4.29. In relation to any JT services provided to the End User:

- a. JT will continue to bill the End User for any outstanding JT charges and other JT services; and
 - b. The End User remains liable to pay any outstanding charges to JT and remains subject to standard JT debt enforcement policies, notwithstanding that the End User is an Alternative Operator customer as well.
- 4.30. LLU quality of service is subject to the variable conditions of the useable copper pair.
- 4.31. LLU service is provided for a minimum of (one) Year lease, the Alternative Operator may cancel the LLU Service upon written notice at least one Month prior the date of termination. In case of early termination of the LLU Agreement or any activated LLU service, the Alternative Operator shall pay the charges agreed upon for the whole contracted initial or renewed term per each activated LLU Service Order.
- 4.32. LLU Service may be reserved up to six (6) months in advance, provided that the request for reservation is reasonable, the facilities are available, the relevant reservation forms have been completed, and charges have been paid to JT. For the avoidance of doubt, the Alternative Operator shall pay a cost for the reservation which is equal to the actual charges of the LLU Service. However, in case the Alternative Operator did not activate the LLU Service within six (6) months, the reservation will be withdrawn automatically, without need for notice.
- 4.33. JT has the right to refuse the Alternative Operator request for LLU Service, due to the following:
- 4.33.1 No Local Loop Available in the requested MDF.
 - 4.33.2 Quality of the Local Loop is not suitable for connection of the required equipment of the Alternative Operator and provisioning of the required services.
 - 4.33.3 Collocation or other infrastructure services (power, Air-conditioning ... etc) are not available or reserved by other Alternative Operators.
 - 4.33.4 The Alternative Operator failed to deliver the valid payment within the deadline for any service provided by JT.
 - 4.33.5 No end-to-end metallic dedicated copper pair available.
- 4.34. Any direct or indirect investment or any other cost to facilitate the delivery of the LLU Service shall be borne by the Alternative Operator as agreed between the two parties. For the avoidance of doubt, JT is not required to invest to meet Alternative Operator's requirements. On the other hand JT may have to adapt its facilities to provide the LLU services. Such costs incurred as a result of adapting JT facilities shall be accepted by the Alternative Operator before the costs are incurred and be paid by the Alternative

Operator. Thereby, JT is only allowed to invoice the Alternative Operator costs which are actually incurred.

- 4.35. If the regulatory obligation to support or supply any specific LLU Service no longer applies, JT may cease to supply the LLU Service to the Alternative Operator by the end term of the last activated order submitted by the Alternative Operator. The Alternative Operator shall not request the LLU Service for any further End User
- 4.36. At the beginning of each quarter, the Alternative Operator shall provide a forecast of the expected requests for the LLU Service in each quarter of the Year 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.
- 4.37. JT will implement LLU Service Request from the Alternative Operator with respect to any JT Sites in batches of 10, representing the number of metallic pairs in any JT Site.
- 4.38. JT and the Alternative Operator shall comply with the processes such as sales, provisioning, fault handling, forecast and billing procedures and standards set out in this Reference Offer and the LLU Service schedules and any development related to this service as may be updated or modified from time to time.

5. CHARGING FOR LLU SERVICES

- 5.1. The charging structure for LLU Services is described in the related Service Schedule. The method of reviewing the charges given in the Service Schedule is described in clause 18 hereof.
- 5.2. The charges for LLU Services included in this Reference Offer are set out in the Price List in the Service Schedule. The Price List shall be published by JT, following the approval by TRC as applicable in the TRC decision.

6. BILLING AND PAYMENT

- 6.1. JT shall bill and reimburse the Alternative Operator in accordance with the procedures outlined in Annex B.
- 6.2. The charges in this Reference Offer are exclusive of government taxes unless such charges are stated to be inclusive of government taxes; However, government taxes shall be charged on invoices resulting from an acceptance of this Reference Offer.

- 6.3. Invoices are due and payable in Jordanian Dinar. Invoices are payable as stated in Annex B.
- 6.4. JT shall provide the Alternative Operator with invoices of all amounts due to it, calculated in accordance with the Price List stated in the Service Schedule or as amended and approved by TRC from time to time.
- 6.5. All delayed payments shall be subject to legal interest for the delayed period.
- 6.6. JT has the right to agree with the Alternative Operator on different method on billing and payment that complies with JT's systems and procedures.

7. GUARANTEE

- 7.1. The Alternative Operator shall provide JT with an unconditional financial guarantee, the financial guarantee shall be in form of:
 - a. Bank guarantee; or
 - b. Cash deposit.
- 7.2. The Alternative Operator shall provide JT with an unconditional financial guarantee the value and terms of which shall be agreed upon by JT and the Alternative Operator. This amount shall not exceed the value of the 4 (four) most recent months' actual invoices for LLU services, or the value of the next four months' anticipated invoices for LLU services, whichever is the greater. If the Alternative Operator refuses to provide or maintain such financial guarantee or payment for the Service and/or Service Charges in advance, JT may refuse to accept any order for the Service until such financial guarantee or payment for the Service in advance is provided or the outstanding charges are fully paid, whichever is earlier.
- 7.3. The financial guarantee shall be effective from the date of signing the LLU Agreement for the required Sites.
- 7.4. The financial guarantee, including its value, shall be maintained at all times, according to this criterion until the LLU Agreement is terminated and the Alternative Operator's financial obligations are fully fulfilled.
- 7.5. Notwithstanding clause [15.2](#) , in the event that the Alternative Operator fails to maintain the financial guarantee in accordance with clause 7.4 above, any subsequent serving of a breach notice by JT shall require such breach to be remedied by the Alternative Operator within 10 (ten) calendar days.
- 7.6. Pursuant to clause 6.6, JT has the right to agree with Alternative Operator on other financial guarantee type or value.

- 7.7. The Alternative Operator has no right to claim any interest rate or benefits as a result of the cash deposit guarantee.

8. NETWORK DESIGN AND PLANNING

- 8.1. Network design and planning shall be in accordance with the Network Plan proposed by JT.

- 8.2 The Network Plan shall be reviewed and updated by JT on annual basis or more frequently as may be needed.

9. NETWORK SAFETY AND PROTECTION

- 9.1. Each Licensee is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Reference Offer to ensure that its Network does not:

9.1.1 Endanger the safety or health of employees, contractors, agents or customers of the other Licensee; or

9.1.2 Damage, interfere with or cause any deterioration in the operation of the other Licensee's Network.

- 9.2 The Alternative Operator shall be responsible for protecting JT's network integrity and meeting the technical specifications and standards stated in JT's IMP document.

10. QUALITY OF SERVICE

- 10.1. JT and the Alternative Operator shall use their reasonable endeavours to meet the quality of service measures set out in the Service Level Offer.

11. PROVISIONING, OPERATION AND MAINTENANCE

- 11.1. The procedures for the installation and testing of the initial connection as well as for the continued operation and maintenance thereof shall be governed by the provisions of the Operations and Maintenance Manual and the process mentioned in Annex E.

12. PROVISION OF INFORMATION

- 12.1. Subject to the obligations of JT or the Alternative Operator's confidentiality to a Third Party, either may request, and the other shall provide, information on protocols in use by that other Licensee which are required for the provision of services specified in this Reference Offer if such other Licensee has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

- 12.2. Notwithstanding any provision of this Reference Offer, JT or the Alternative Operator 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 JT or the Alternative Operator, as appropriate, has taken all reasonable steps to secure the consent of such Third Party.
- 12.3. The Disclosing Party shall use reasonable endeavours to ensure that the disclosed information is correct to the best of its knowledge at the time of provision of such information.
- 12.4. JT and the Alternative Operator shall disclose information in accordance with this clause [12.4](#) on a non-discriminatory basis and each shall provide the same information to the other as it does to those Licensees to whom the service will be delivered.
- 12.5. Subject to clause 20 hereof, the Receiving Party shall indemnify the Disclosing Party and shall 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 as per clause 16, by the Disclosing Party at the time when the information was provided.
- 12.6. Nothing in this Reference Offer shall require a Licensee 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.
- 12.7. The Alternative Operator shall comply with the process set out for provisioning of confidential information as stated in the data request process.

13. DISPUTES RESOLUTION

- 13.1. In the event of a dispute or difference arising between or amongst JT and the Alternative Operator relating to or arising out of an LLU Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the LLU Agreement, JT and the Alternative Operator shall meet within ten (10) working days of written notice of the dispute or difference from one Licensee to the other (or such longer time as mutually agreed by the Licensees in writing) to negotiate in good faith in an effort to settle such dispute or difference, and if the dispute or difference is not resolved to the Licensees' satisfaction within five (5) working days of the meeting (or such longer time as mutually agreed by the Licensees in writing), the Licensees shall proceed as follows:
- 13.1.1 Within two (2) working days, the dispute or difference shall be referred to a joint committee of the Licensees' respective chief executive officers or their alternates as may be appointed by them. The chief executive officers or appointed alternates shall use their best endeavours to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a

period of fifteen (15) working days of the matter being referred to them (or such longer time as mutually agreed by the Licensees in writing);

- 13.1.2 Such dispute or difference shall be referred to the TRC for determination if either or both Parties so request or to arbitration if both Parties agree then that the matter shall proceed as such.
- 13.2. JT and the Alternative Operator acknowledge that Billing Information and records provided by JT are correct and have been supplied by JT via a suitable system, unless the Alternative Operator proves otherwise. Accordingly, Full invoice (disputed and non-disputed) shall be paid by the Alternative Operator within the due date, any adjustment resulted from the billing dispute process shall be considered and reimbursed in the coming invoices

14. ARBITRATION

- 14.1. Notwithstanding the provisions of clause 13 above, the Licensees shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of ten (10) working days, the said dispute or difference may be submitted to arbitration by one (1) or more arbitrators appointed as follows:
- 14.2. If the matter in dispute is principally:
- a) a legal matter, an impartial practising lawyer(s) of not less than ten (10) years standing;
 - b) an accounting matter, an impartial practising chartered accountant(s) of not less than ten (10) years standing;
 - c) a technical matter, an impartial telecommunications expert of not less than ten (10) years standing;
 - d) any other matter, an independent person(s) agreed upon between the Parties;
 - e) If the Parties fail to agree on an arbitrator within ten (10) working days after the arbitration has been demanded, the arbitrator shall be nominated at the request of either of the Parties by the TRC.
- 14.3. Any Licensee may request that a dispute or difference in terms of clause 13 be referred to arbitration by giving written notice to that effect to the other Licensee.
- 14.4. The arbitration shall be held immediately and with a view to its being completed within fifteen (15) working days after it is demanded.
- 14.5. The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

- 14.6. The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of a period of thirty (30) working days from the date of the arbitrator's ruling and provided that no appeal has been lodged by any Party to a competent court as provided for under the Jordanian Arbitration Law.

15. BREACH, SUSPENSION AND TERMINATION

- 15.1. If one Licensee's Network seriously and adversely affects the normal operation of the other Licensee's Network, or is a threat to any person's safety, the affected Licensee shall immediately inform the affecting Licensee and the TRC about the incident. The affecting Licensee 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 Licensee's customers or the safety of personnel, the affected Licensee may suspend, to the extent necessary, such of its obligations under this Reference Offer, and for such period as it may consider reasonable to ensure the normal operation of the affected Licensee's Network or to reduce the threat to safety. Such suspension shall be notified in writing to the TRC's offices and by telephone to the TRC nominated contact point, the obligations suspension may continue beyond twelve (12) hours unless the TRC instructs otherwise.
- 15.2. If Alternative Operator is in material breach of any LLU Agreement consequent upon this Reference Offer (including failure to pay any due payments hereunder), JT may serve a written notice (hereinafter referred to as the "Breach Notice") to the Alternative Operator in breach specifying the breach and the time limit for such breach to be remedied. If the Alternative Operator in breach fails to remedy the breach within five (5) working days, or such longer period as specified in the Breach Notice, JT may, until such breach is remedied, suspend performance of such of its obligations made under the said LLU Agreement. Except in the case of failure to pay the due payment hereunder or a failure to maintain the financial guarantee in accordance with clause 7, the Alternative Operator in receipt of the Breach Notice may raise a Dispute under clause 13. 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 outcome of any Dispute Resolution process. In all cases where a Breach Notice is issued, the Licensees shall immediately notify TRC in writing.
- 15.3. If the Alternative Operator in breach fails to remedy the breach within the period stated in the Breach Notice, JT may terminate the LLU Agreement with the Alternative Operator in breach upon three (3) months' written notice, provided always that if the Alternative Operator in breach remedies the breach within such three (3) months' notice period, the LLU Agreement shall not be terminated as a result of such notice. A copy of the notification should be sent to TRC.

- 15.4. The LLU Agreement may be terminated by JT's written notice forthwith (or on the termination of such other period as such notice may specify) if any one of the following occurs:
 - 15.4.1. The Alternative Operator ceases to be a Licensed Operator.
 - 15.4.2. The Alternative Operator 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 any action is taken by any creditor of the Alternative Operator to recover, realize or enforce any security over any assets of the Alternative Operator or to enforce any judgment against the Alternative Operator;
 - 15.4.3. The Alternative Operator ceased making regular payment in the due dates for invoices raised by JT without a valid reason; or
 - 15.4.4. There were three (3) disputes during the term of the LLU Agreement.
- 15.5. In the event that the LLU Agreement is terminated:
 - 15.5.1. All sums due or accrued or payable to JT under the LLU Agreement up to the effective date of termination shall upon termination become immediately due and payable to JT;
 - 15.5.2. The Alternative Operator shall within a reasonable time, but not more than one (1) month later, return to JT, at its own expense, all equipment, facilities, plant and other property of JT used under the LLU Agreement in good working condition, fair wear and tear only excepted;
 - 15.5.3. Alternative Operator shall within a reasonable time, but not more than one (1) month later, remove all of its equipment, facilities, plant and other property located on JT's premises and used under the LLU Agreement; and
 - 15.5.4. Any guarantee that has been established pursuant to the LLU Agreement shall be cancelled by the Licensee in whose favour such guarantee is made, subject to the fulfilment of the obligations set out in this clause 15.5, 15.6, 15.7 and 15.8.
- 15.6. If, one (1) month after the expiry or termination of the LLU Agreement, JT fails to recover its equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the Alternative Operator, JT may request reasonable compensation from the Alternative Operator, which shall be paid by the Alternative Operator within ten (10) calendar days from the date of the request.
- 15.7. JT shall be entitled to charge the Alternative Operator all reasonable costs incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other

- property which the Alternative Operator has failed to return under clause 15.5 within one (1) month of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.
- 15.8. JT may remove the Alternative Operator equipment, facilities, plan and other property located on its premises if not removed by the Alternative Operator within one (1) month after the date of termination.
- 15.9. Upon termination of the LLU Agreement, each Party must, at its own expense, deliver to the other Party or, if not possible, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 15.10. Termination of the LLU Agreement shall not be deemed a waiver of a breach of any term or condition of the LLU Agreement and shall be without prejudice to a Licensee's rights, liabilities or obligations that have accrued prior to such termination.
- 15.11. Notwithstanding the termination of the LLU Agreement, certain sections, as shall be specified in the LLU Agreement, shall continue in full force and effect.
- 15.12. A Licensee's right to terminate or suspend performance of the LLU Service in accordance with this clause [15](#) is without prejudice to any other rights or remedies available to that Licensee.

16. CONFIDENTIALITY

- 16.1. JT and the Alternative Operator shall conclude a confidentiality agreement as part of the LLU Agreement. This will follow normal practice and provide for the non-disclosure of confidential information to third parties except to the TRC and as provided for under Jordanian Law.
- 16.2. Information provided by one Licensee to the other for the purposes of LLU shall only be used by that Licensee for the purposes of LLU Service and shall not be made generally available within the other Licensee's company.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Except as otherwise expressly provided in this Reference Offer or the LLU 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 person creating or owning the same, and nothing in this Reference Offer or the LLU Agreement shall confer or be deemed to confer on either Licensee any rights or licences in the intellectual property of the other Licensee or of any Third Party.
- 17.2. Without prejudice to clause [17.1](#), neither Licensee shall be entitled to use any trademarks nor service marks (whether registered or not) of the other Licensee in

any document or other medium, without the prior written consent of the other Licensee.

18. REVIEW

- 18.1. The Reference Offer and any LLU Agreement consequent upon it shall be reviewed and updated periodically following approval of the TRC. JT and/or the Alternative Operator may seek to amend the LLU Agreement by serving on the other reviews notice if:
 - 18.1.1 Either Licensee's licence is materially modified (whether by amendment or replacement);
 - 18.1.2 A material change occurs in the law or regulations governing telecommunications in Jordan;
 - 18.1.3 The LLU Agreement makes express provision for a review or the Licensees agree in writing that there shall be a review; or
 - 18.1.4 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 Reference Offer or any LLU Agreement made pursuant to it.
- 18.2. A review notice shall set out in reasonable detail the issues to be discussed between JT and the Alternative Operator.
- 18.3. The charges for LLU Services set out in the Price List in the Service Schedule shall, in any case, be reviewed from time to time.
- 18.4. A review shall take place immediately following the TRC mandated changes and JT acceptance for these changes to this Reference Offer in order to incorporate these mandated changes into this Reference Offer and the LLU Agreement. Any such changes shall be effective based on the timeframes as set out in the revised Reference Offer.
- 18.5. Upon serving a review-notice, JT and the Alternative Operator shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to the LLU Agreement.
- 18.6. For the avoidance of doubt, JT and the Alternative Operator agree that notwithstanding service of a review notice, the LLU Agreement shall remain in full force and effect.
- 18.7. If JT and the Alternative Operator fail to reach agreement on the subject matter of a review notice the provisions of clause 13 hereof shall apply.

- 18.8. JT and the Alternative Operator shall enter into an agreement to modify or replace the LLU Agreement in accordance with what is agreed between the Licensees and subject to the TRC's approval.

19. FORCE MAJEURE

- 19.1. Neither JT nor the Alternative Operator shall be liable for any breach of the LLU Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local Emergency Events, acts or omissions of government, highway authority or other competent authority, compliance with law, regulations or demands of any Government or Governmental agency, fire, lightning, theft acts, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensee is responsible or any other cause outside its reasonable control and any such event or circumstance is considered as force majeure (hereinafter referred to as "Force Majeure").
- 19.2. A Licensee whose obligations under the LLU Agreement are affected by Force Majeure shall promptly notify the other of the estimated extent and duration of the effects of Force Majeure ("Force Majeure Notification").
- 19.3. Upon cessation of the effects of Force Majeure, and if JT is affected in its ability to perform its obligations under the LLU Agreement, JT shall notify the other Licensee.
- 19.4. If as a result of Force Majeure, JT is prevented from performing its obligations under the LLU Agreement, JT shall, subject to the provisions of clause ~~19.6~~^{19.6}, perform those of its remaining obligations that have not been affected by Force Majeure.
- 19.5. To the extent that JT is prevented as result of a Force Majeure from providing all of the services or facilities to be provided under this Reference Offer, the Alternative Operator 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.
- 19.6. Following a Force Majeure Notification and if the effects of such Force Majeure continue for:
- 19.6.1 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 clause [19.3](#)) any obligation outstanding shall be fulfilled by JT initially affected by Force Majeure as soon as reasonably possible after the effects of Force Majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Alternative Operators.
- 19.6.2 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 clause [19.3](#)), the Alternative Operator receiving the Force Majeure Notification shall be entitled, but not obliged, to terminate the LLU Agreement by giving not less than thirty (30) working days written notice to JT, provided

that such notice shall be deemed not to have been given if notice of cessation is received by the Alternative Operator receiving the Force Majeure Notification prior to the expiry of the thirty (30) working days' notice. If the LLU Agreement is not terminated in accordance with the provisions of this clause ~~19.6.2~~19.6.2, any outstanding obligations shall be fulfilled by JT initially affected by Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Alternative Operators.

20. LIMITATION OF LIABILITY

- 20.1. This clause 20 shall regulate the liability of JT and the Alternative Operator toward each other under this Reference Offer.
- 20.2. In performing their obligations under the LLU Agreement, JT and the Alternative Operator shall exercise the reasonable skills and care of a competent telecommunications operator/provider of the service and to comply with its obligations under the LLU Agreement.
- 20.3. Subject to clauses 20.5 and 20.6, neither Licensee shall be liable to the other Licensee (whether in contract under statute or otherwise for any cause other than for a wilful or deliberate breach, negligence, acts or omissions) for:
 - 20.3.1 Any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
 - 20.3.2 Any other consequential or indirect liability, loss or damage, suffered by the other Licensee and arising from or in connection with the LLU Agreement.
- 20.4. Subject to clauses 20.2 and 20.3, if a Licensee ("Breaching Licensee") is in breach of any of its obligations under the LLU Agreement (excluding obligations arising under the LLU Agreement to pay JT duties in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), the Breaching Licensee's liability to the other Licensee shall be limited to JD 100,000 (One-hundred-thousand Jordanian Dinars) for any one event.
- 20.5. Neither Licensee limits its liability for death or personal injury caused by its own negligence.

- 20.6. Both Licensees shall include in their respective service contract with customers or beneficiaries an exclusion and/or a mitigation of liability clause in relation to services, as admissible by the law. In case an action, claim or demand was brought up against one of the Licensees for failure to include such a clause, such action, claim or demand shall not extend to the other Licensee, and the defaulting Licensee shall hold the non-defaulting Licensee harmless from such action, claim or demand.
- 20.7. Each provision of this clause [20](#) is a separate limitation applying and surviving even if one or more of such provisions is inapplicable or held unreasonable in any circumstances.
- 20.8. The Alternative Operator releases JT from all liability to the End User or the Alternative Operator, and indemnifies JT, subject to JT using all reasonable endeavour to mitigate against the effect of the occurrence of the indemnified event, against all costs, expenses, liability, loss or damage incurred or suffered by JT in connection with any claims, actions or proceedings against JT, including any Third Party claims, arising out of the allocation of IP addresses or allocation and management of domain names.
- 20.9. In LLU Services, Alternative Operator releases JT from all liabilities to the End User or the Alternative Operator arising out of:
- a. Suspension or cancellation of the LLU Service.
 - b. Incompatibility between services provided to End User

21. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 21.1. Without prejudice to the Licence Agreement, no rights, benefits or obligations made under the LLU Agreement may be assigned or transferred, in whole or in part, by a Licensee without the prior written consent of the other Licensee, such consent not to be unreasonably withheld.
- 21.2. The assigning Licensee shall give notice to the other Licensee of any assignment permitted to be made with the other Licensee's consent as soon as practicable. No assignment shall be effective without the prior written consent of the TRC.

22. NOTICES

- 22.1. A notice shall be duly served if:
- 22.1.1 Delivered by hand, and exchanged for a signed receipt, at the time of actual delivery, or the following day if after 15:00.
 - 22.1.2 Sent by facsimile e-mail upon its receipt being confirmed.
 - 22.1.3 Sent by recorded delivery post, six (6) calendar days after the day of posting.

- 22.2. Except if otherwise specifically provided all notices and other communication relating to an acceptance of this Reference Offer shall be in writing and shall be sent as follows:

If to the Alternative Operator:

Commercial Manager	Telephone	[]
The Licensee	Facsimile	[]
	Email	[]

If to *JT*:

Commercial Carrier Relations Manager,	Telephone	[]
Carrier Services	Facsimile	[]
<i>JT</i>	Email	[]

or to such other addresses as the Licensees may notify from time to time pursuant to this clause 22. Both Licensees dispense with the requirement for notarial notices under the Laws of Jordan.

23. WAIVER

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

24. SEVERABILITY

- 24.1. The invalidity, unenforceability of any provision in the LLU Agreement shall not affect the validity or enforceability of the remaining provisions.

25. AMENDMENTS

Amendments and supplements to those elements of the Reference Offer required by the LLU Decision, including its Annexes, Appendices and Service Schedules, shall be subject to the approval of the TRC.

26. GOVERNING LAW

- 26.1. The interpretation, validity and performance of any LLU Agreement pursuant to this Reference Offer shall be governed in all respects by the laws of Jordan, including the Telecommunications Law in effect.

Subject to TRC Approval

27. DURATION

27.1. This Reference Offer shall take effect as from [TRC's approval date] and shall continue in effect until superseded by a revised Reference Offer approved by the TRC.