

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

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<b>General Comments</b>							
1		Orange Fixed strongly believes that the establishment of an IXP in Jordan shall be subject to prior assessment to weigh its cost, benefits and risks, taking into consideration the market situation, legal and regulatory environment, and most importantly; the optimal IXP business model, governance structure and operational model, which are detrimental for the success of an IXP			بيان المدينة التي سيكون فيها ال HOST وضرورة أن تكون المدينة عمان لأسباب عديدة أهمها الأسباب الفنية		generic - noted
2		Orange Fixed has always been a key player in supporting initiatives and launching new products for the purpose of developing the ICT sector in Jordan. However, the scope of the initial discussion on the establishing of an IXP was mainly focused on establishing an IXP for the purpose of national traffic peering (Jordan Internet Exchange – JIEX) based on non-for-profit model. The TRC draft decision expanded the original scope to include cross-country, CDN based and for profit models. Moreover, the draft decision also introduces operating mandates, technical and financial consideration that were not previously discussed or assessed by operators. Orange Fixed believes that it is necessary to clearly understand and thoroughly discuss different IXP business models, governance structure and all relevant details by all stakeholders prior to proposing any regulations. The establishment of an IXP in Jordan should be addressed similar to any other investment assessment. Therefore, Orange Fixed			بيان الجهة او شركة الاتصالات التي ستكون HOST مع التأكيد على رغبة شركتنا في أن تتقدم من هيئتك الموقرة لـ HOST وقدرتها على ذلك وأنها تملك المقومات المطلوبة للقيام بذلك حيث ان شركتنا : تمتلك مركز معلومات محايد ويسمح ويضمن لجميع المشغلين الوصول اليه وتقديم الخدمات دون عوائق عدا عن التزامها الكامل بعمل كل ما يلزم لتذليل العقبات التي قد تواجه انجاح المشروع -- تمتلك مركز معلومات متواجد في موقع استراتيجي ممتاز من الناحية الجغرافية والتجارية حيث أنه يتوسط مدينة عمان وقريب جداً من نقاط الربط الخاصة بباقي المشغلين متخصصة وخيرة في تقديم خدمات نقل البيانات ولديها القدرة والكفاءة لتشغيل مثل هذا المشروع بكفاءة عالية من الناحية الفنية والتنظيمية. تمتلك مركز معلومات لديه خطوط اتصال مباشر (فاير) مع جميع المشغلين وهذا يوفر الجهد والتكاليف ويضمن سرعة التوصيل لانجاز المشروع. -- تمتلك القدرة والخبرة اللازمة للمساعدة في تقديم حلول فنية ومالية بما يتعلق بالأجهزة وبنية الشبكات وغيرها من الأمور المتعلقة بالبنية التحتية.		generic - noted
3		a. business model is not clear. the business model is one of the key success factors for an IXP. The draft decision does not clearly specify the IXP (or the Host) business model, operating model, governance structure/organization, ownership and			بتعديل المادة ٨ Fees and Tarrifs، والمادة ٤، Provisioning of IXP وتحديد النقطة ١,٦، ٤، منها وذلك ببيان المبلغ المطلوب دفعه من قبل شركات الاتصالات للربط من الآن او اخضاع المبلغ المطلوب دفعه لقاعدة الدفع على اساس		generic - noted
4		decision if the licensing is required for the IXP, the Host, the Members, and CDNs joining the IXP. There is also a mention of a 'special license holders' in Article (3.1) of the Appendix, which is not in line with the licensing regime in Jordan (class or individual licenses). Moreover, there is no clear distinction between a licensee and network operator in some articles, which shall cause complications in implementation as this			التكريم بتعديل البند الثاني من المتطلبات الفنية لينسجم مع المادة ٣،٤ General Principles من القرار التنظيمي بتأكيد الزامية الربط مع جميع شركات الاتصالات العاملة في الاردن على انجاز هذا الربط. وهذا بالضرورة يحتم تعديل المادة ٤ وتحديد النقطة ١,٨، ٤، منها برفض اي طلب يقدم للهيئة من اي عضو للانسحاب من الربط وحل المشكلات ان وجدت لاستمرار الربط .		generic - noted

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

generic - noted					c. Contradiction between the Host definitions (as an authority) as mentioned in Article (2.20), and the content of Article (2.38) where the Host is being specified as a Neutral entity/non-Governmental. It is also not clear how and who is going to assign the function of the Host, and if it is going to be a	5
generic - noted					d. Also there are uncertainties as door open for any entity to establish additional redundant IXP physical location(s) and control governance/setup of the new site(s)	6
generic - noted					e. Neutral entity provisions are not specified, and it is being defined in terms of independence from Government, Licensee or company. It is not clear if this meant to address governance structure and ownership model of the Host and the IXP, or it is intended to address operational aspects	7
generic - noted					f. The clear distinction between the Interconnection agreement and the bilateral agreement as both agreements are set to exchange traffic between two Licensees. Interconnection Agreements are mandatory by the telecom law, regulated by interconnection instructions and signed between any interconnected licensees. However, bilateral agreement scope, services to be covered, parties involved in	8
generic - noted					g. Peering definition is also not clear, it is being defined in Article (2.34) as an agreement between two ISPs.	9
generic - noted					neither specific nor abstract, and on some incidents are not necessary. Examples include Articles (2.6), (2.7), (2.16), (2.17), (2.19), (2.20), (2.21), (2.23), (2.30), (2.31), (2.32), (2.33), (2.34) and (2.38). This may create difficulties in implementation in future and would be subject to challenge and legal disputes in the future. More	10
generic - noted					i. Sharing of CAPEX and OPEX as per Article (4.1.6) is not clear, taking into consideration that every member will provide its own equipment and devices as per Article (4.1.2).	11
generic - noted					requisites for interconnection with IXP in Article (2) of the Appendix given that interconnection is already a regulated topic detailed and extensively specified in the telecom law and Interconnection Instructions. As a matter of fact, Interconnection Instructions mandated the establishment of Joint Technical Committee between licensees to discuss and agree on all interconnection related aspects with minimum supervision of TRC. Given the fact that TRC considered the IXP members as Licensee (please refer to Article 2.6 of the draft decision) renders the requisites for interconnection unnecessary. On the other hand, it is not clear why TRC mentioned	12

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

generic - noted					k. Moreover, TRC introduced new terms and conditions to interconnection without review of Interconnection Instructions. Interconnection framework is a vital topic in the regulation of telecom sector in Jordan that is mandated by the telecom law which Orange Fixed believes should not be reviewed, amended, updated in isolation	13
generic - noted					l. The scope of QoS Instructions issued by the TRC that are applied or extended to the IXP and the members is not clear, and therefore must be detailed and specified.	14
generic - noted					m. According to Article (3.4), the IXC mandated all ISP connection to the IXP. It is not clear on what basis TRC mandated ISP interconnection to the IXP. Orange Fixed believes that mandating membership without member buy-in and that does not correspond to a member's own interests and strategy may not achieve meaningful results. Moreover, any regulation to mandate connection to the IXP shall be based on prior extensive market assessment and in response to market failure. Orange Fixed also believes, that the reasoning introduced by TRC, which is to local internet traffic is not justified and considered a	15
generic - noted					the draft decision and the appendix. Example; Article (9) of the draft decision repeated as Article (6) in the Appendix.	16
generic - noted					n. Uncertainty regarding the current transit and peering arrangements between operators. Telecom operators in Jordan are already having bilateral national peering	17
generic - noted					o. In order to address the above areas of no clarity, uncertainty and inconsistency, and in order to respond properly to the consultation, Orange Fixed have requested meeting with TRC to go through these areas but TRC has not responded to our request of	18
generic - noted					p. TRC has not conducted an impact assessment to evaluate if the establishment of an IXP is necessary or beneficial to the telecom market in Jordan that consider the	19
generic - noted					▪ The share of domestic traffic out of total internet traffic.	20
generic - noted					▪ The presence of major international content providers caching services in	21
generic - noted					▪ The existence of international capacity routes, which are basic enabler for the effective operation of any IXP.	22
generic - noted					▪ Estimation of cost and benefits for the introduction of an IXP in Jordan.	23
generic - noted					▪ The cost of regulatory intervention, and its effect of the facilitation of IXP	24
generic - noted					▪ Technical and security risks on each operator network.	25
generic - noted					▪ The availability of an alternative international transmission routes.	26

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

generic - noted					<ul style="list-style-type: none"> <li>Amount of investment needed for a business model proposed by TRC, taking into consideration the level of regulatory intervention proposed, including mandatory connection and approval of</li> </ul>	27
generic - noted					<ul style="list-style-type: none"> <li>Evaluating the pros and cons of different business models. Orange Fixed believes that a non-mandatory approach with starting small and growing as the business grows is a success factor for IXP in Jordan.</li> </ul>	28
generic - noted					<ul style="list-style-type: none"> <li>TRC did not specify the reasoning behind its conclusions, not reference to papers, reports, or international practice.</li> </ul>	29
generic - noted					<p>intervention with reference to the establishment of an IXP should be limited to promote the introduction of IXP, by a regulatory statement that set basic principles and minimum requirements for the structure and operation of an IXP, and provides guidance for applicants interested in providing IXP services in Jordan.</p> <p>Therefore, Orange Fixed believes that any regulations imposed in this stage of IXP development in the market would be prohibitive, and TRC should aspire for a market-driven approach and to introduce</p>	30
generic - noted					<p>agreements can offer the optimum solution for the relationships between ISPs and IXP, and gives the ISPs the flexibility to manage bilateral business and ensure that both are comfortable with the conditions that the will govern their mutual business. However, Orange Fixed believes that TRC intervention by approving such agreements is not necessary and no legal basis of such approval to the bilateral agreement. Orange Fixed also believes that peering should be voluntarily and should not be an obligation.</p>	31
generic - noted					<p>c. As mentioned above, Orange Fixed believes that the IXP should start small and then expand with the business growth and needs. Thus, we see that the IXP can be run by each ISP representatives under the guidance and governance agreed between the ISPs. This can be the most effective and cost optimized mechanism at the start. While the project grows, a well-defined management system can be studied</p>	32
generic - noted					<p>the following operating policies of the IXP, namely; control over the traffic, transit traffic, capturing the content of a member's data traffic, confidentiality rules, collect and report technical information, technical information collected by the IXP, traffic filtering, access roles, etc. Orange Fixed believes that it is the IXP role to set those policies, in addition to other policies such as IXP role is in the event of security problems,</p>	33

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

generic - noted					e. It is also not clear why TRC choose to define the technical consideration, e.g. protocols to be used, how ISP connect to the internet, content of Internet Routing Registry IRR, optimal means of establishing connectivity with IXP, minimum bandwidth,	34
generic - noted					f. In general, Orange fixed believes that IXP should have the freedom to choose their respective operating models, strategic and commercial objectives; this is in line with mandates on the Government Policy and can enable growth and investment in the IXP ecosystem in Jordan. Moreover, Regulation of IXP operations is typically not	35
generic - noted					g. Orange fixed therefore prefers to leave the right to determine operations with the IXPs themselves. TRC should only set the minimum basic commercial parameters required for peering arrangements and the actual operation is left to negotiations. Nevertheless, IXPs shall define and communicate their policies, products and	36
generic - noted					7. Dispute resolution, it is not clear why TRC included a dispute resolution terms in the draft decision, given that fact that dispute resolution process is detailed in Interconnection Instructions, and dispute	37
<b>Comments on Regulatory Decision</b>						
<b>1 Citation</b>						
<b>2 Definitions</b>						
						2.1
						2.2
						2.3
						2.4
						2.5
noted					stating that “through which for (15.3) and Content Delivery Networks (CDNs) exchange Internet traffic between their networks” interpreted that the IXP is limited to exchanging traffic between the ISPs and CDNs, which means that the CDN will be a member to interconnect with ISPs. This contradicts to the definition of the Member	2.5

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

noted	النقطة (٢, ١): يفضل أن تكون المشاركة في ال (IXP) مفتوحة ولا تقتصر على المرخصين المحليين. الناى: Anyone interested in IXP benefits can join the IXP, why it is only limited to licensee				It is not clear the difference between connection and participation in the IXP.	2.6
noted- ammended					This definition is not clear and not abstract	2.7
						2.8
						2.9
Noted					The POI is not mentioned in the terms of the draft regulatory decision.	2.10
TRC consider the definition specific					Traffic has been defined in the Interconnection Instructions.	2.16
The definition has been amended accordingly.					agreement and the interconnection agreement. For more details, please refer to our General Comments.	2.17
The definition has been amended accordingly.					the definition of the IXP refers to "which facilitates interconnection between Internet-based networks", it does not refer to the interconnection between Licensees.	2.18
The definition has been amended accordingly.					transit; it is already defined in the Interconnection Instructions	2.19
The definition has been amended accordingly.					with the definition of Neutral Entity in (2.38), where the Host might be established jointly of the members under an entity or under existing association that the licensees are members of such association. In addition, the definition of the Host is limited to providing the IXP's physical location, where article (4.1.1) extended the scope of the Host to full operational and	2.20
The definition has been deleted					such digital content is hosted locally or outside Jordan	2.23
The definition is used in Traffic definition, and it has been amended.					related to the scope of the regulatory decision.	2.30
The definition is used in Traffic definition, and it has been amended.					This definition is not necessary; not related to the scope of the regulatory decision	2.31
Noted					This definition is not necessary.	2.32
The definition has been deleted.					This definition is not necessary.	2.33
Noted					This definition is not clear, it deemed Peering as an agreement to exchange traffic, and later contradicts with mandating connection to IXP and regulation of IXP operation since it does not mandate any rule that governing how to peer with all other ISPs on the IXP.	2.34
					"User" means any person using the services of an a telecommunications licensee"	2.37

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

The definition has been deleted.					Need more details on this definition, does this mean only non-licensed entities can be the host? And it contradicts with definition of Host on (2.20) as indicated above. Please refer to our General Comments.	2.38
<b>3 General Principles</b>						
						3.1
						3.2
						3.3
The article is deleted.					Need to understand here if the interconnection to the IXP is mandatory or optional for ISPs. The definition states that the interconnection will be to IXP, does the IXP will be a licensee? IXP rules shall be agreed in advance and	3.4
						3.11
<b>4 PROVISIONING OF (IXP) IN JORDAN</b>						
The article has been amended.	We don't see any issue of " keepimng the IXP model open ؟"for profit and non-profit			a. Point 4.1.1 What is meant by Neutral entity? Are the ISPs not neutral entities?	The day to day operations can be a joint team from ISPs. Again, the definition of Neutral is not clear. Please refer to our above comments to the related definition, and our General comments.	4.1.1

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

					b. Point 4.1.2 Equipment design shall follow best practices and standards it shall not be mentioned here in the regulation. Also, not only CDNs can join but any content provider should be able to join which is not mentioned in the definitions	Not clear, what would be the setup and the business case for the IXP? Each member shall provide required devices and equipment required to connect to the IXP, while it shall be shared as stated in (4.1.6).	4.1.2	
The article has been amended.								
							4.1.4	
Noted						Change member to Member as the "Member" is defined in 2.6 and limited to the Licensees only.		
						Need to clarify who will provide the original physical routes. Also there are uncertainties as door open for any entity to establish additional redundant IXP physical location(s) and control governance/setup of the new	4.1.5	
The article has been amended.								
TRC illustrates that no one will own the IXP the HOST will be a neutral entity managing the IXP and any cost will be divided between the IXP members.					• Who will own the IXP? as a commercial for-profit entity we need to have a clear visibility on the ownership structure especially that this entity is not really required to make any investments since the participants will divide the CAPEX and OPEX costs of the IXP (point 4.1.6)	c. Point 4.1.6 Financial relation and expenditures should be agreed on by the owners of the IXP and shall not be regulated	4.1.6	
The Host will determine the cost that should be paid from any new member.						d. Point 4.1.7 Same as previous point.	Original members must be reimbursed for the original cost as the new members enter.	4.1.7

النقطة (٤, ١, ٦): إذا كان ال (IXP) قائم على الربحية (For Profit) فعلى ال (IXP) تحمل المصاريف الرأسمالية والتشغيلية



مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

			Regarding article (8) fees and Tariffs, the cost and fees must be regulated and known in addition to the total cost and the fees and the total cost to connect to the IXP.	e. Point 4.1.8 relationship between members (owners of the IXP) shall be determined between them in agreement and withdrawal shall always remain an option within the agreement rules between parties		4.1.8
Withdrawal is available upon member's request and under TRC's decision/approval					Withdrawal should be an option.	
<b>5 Interconnection</b>						
Changed					Please refer to our General Comments about Interconnection.	5.1
<b>6 Quality of Service</b>						
Change and deleted accordingly					The scope of QoS instructions issued by the TRC that are applied or extended to the IXP and the members is not clear, and therefore must be detailed and specified. The TRC has not defined the IXP as a licensee to enforce any regulation to the operation and management scope of the IXP i.e QoS, interconnection, dispute resolution,	6.1
<b>7 General Provisions</b>						
Noted, Updated accordingly		٤. النقطة (٧,١): يفضل أن تكون المشاركة في ال (IXP) للشركات المحلية والدولية.			As a start, IXP should be limited to licenses in Jordan, as the business grows the model can be adapted to include other entities. This is an extension of the original scope discussed with all stakeholders. Please refer to our General Comments on this matter. "IXP serves and IXP members who holds licenses, and local and international Research and Education networks as well as international network services providers and Internet exchanges via licensed networks." is not cleared.	7.1
<b>8 Fees and Tarrifs</b>						
Deleted					management; a committee must be formed by participating licensees to manage commercial and technical issues.	8.1

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

Deleted			Regarding article (8) fees and Tariffs, the cost and fees must be regulated and known in addition to the total cost and the fees and the total cost to connect to the IXP.	Point 8.2 Why the Tariff policy shall be approved by TRC and based on what rational?	The Government policy mandates a commercial IXP. Therefore, tariff policy should not be subject to TRC approval, and should be based on negotiation. The IXP may publish its prices. In addition to that there is no legal basis of TRC approval to such tariff policy. For more, please refer to our general comments.	8.2
<b>9 Management of Operations</b>						
					committees, and should not be regulated by TRC.  This article is repeated as is in Article (6) of the appendix.	
Amended, Monitoring is helpful to see the trends and patterns of Internet traffic at the IXP, and sometimes to detect problems (traffic drops, or a relevant difference between incoming and outgoing traffic are often signs of problems). tools for traffic monitoring such as are MRTG and the related RRDTool.				Point 9.1 What System Data are needed? the requirement is not clear.	the governance entity that are able to audit this & put enough controls to insure application/maintenance of these rules).  IXP host monitoring functions should imply full monitoring systems & notifications/escalations tools (be clarified requirement to have centralized logs ).	9.1
						9.2
Noted					Should be 9.2.1	9.3
Noted					Should be 9.2.2	9.4
Noted					Should be 9.2.3	9.5
Noted					Should be 9.2.4	9.6
						9.7
<b>10 Dispute Resolution</b>						
					Not clear why TRC have introduced dispute resolution terms in this decision. Please refer to our general comments.	
		٥. النقطة (١٥,٠): ما هو تعريف ال. (Special License)			Dispute resolution, it is not clear why TRC included a dispute resolution terms in the draft decision, given that fact that dispute resolution process is detailed in Interconnection Instructions, and dispute	10.1
						10.2
					The connection of members should not be an obligation. It is not clear on what basis TRC mandated ISP interconnection to the IXP. Please refer to the General comments	10.3

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

Comments on Appendix						
1 Introduction						
2 Interconnection						
ammended					It is not clear if the IXP is a licensee. Providing interconnection services is required by licenses only as per the telecom law, interconnection instructions and license agreement In addition to that, it is not clear why TRC have introduced requisites for interconnection with IXP, and it is not required as interconnection is already regulated area as per the interconnection instructions issued by the TRC. Orange Fixed believes that this article should be reconsidered. Please refer to our General Comments	General
ammended				POINT 2.1 & 2.2 interconnection shall be entitled to commercial agreement and shall be		2.1
Noted	النقطة (٢,٢): هل يجب توقيع الشركات الغير مرخصة والشركات الدولية عقد ترابط (Interconnection Agreement) - .الناي: Does non-local non-ISP company need to sign the interconnection agreement with .IXP			Point 2.1 & 2.2 interconnection shall be entitled to commercial agreement and shall be treated as ISPs service selling.		2.2
Noted				2 Point 2.3 this point is no	Providing interconnection services is required by licenses only as per the telecom law, interconnection instructions and license agreement. Please refer to our General Comments.	2.3
Noted				5 Point 2.4 IXP members relation shall be optional and voluntary for the member decision for the beneficial route's	This need to be clarified technically. Please refer to our General Comments.	2.4
					TRC stated that the IXP centralized router will be connected to each member's own router and capacity upgrade and running & maintenance of the member's equipment hosted in IXP host location is responsibility of member. This needs to be clarified Physical Security & access control responsibility.	2.5

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

					This should be based on negotiations between members of the IXP. Please refer to our General Comments. Separate private connection is not cleared ?	2.6
					This should be based on negotiations between members of the IXP. Please refer to our General Comments.	2.7
					This should be based on negotiations between members of the IXP. Please refer to our General Comments.	2.8
Noted		النقطة (٢,٩): يجب أن يتم تحديد نسبة مئوية من سعة خطوط الربط مع للتأكيد على جودة الخدمات (IXP) ال:النأي - (IXP)المقدمة من ال Percentage of link utilization need to be specified to ensure qulaity of the traffic exchanged.			This should be based on negotiations between members of the IXP. Please refer to our General Comments.	2.9
noted					This should be based on negotiations between members of the IXP. Please refer to our General Comments.	2.10
noted					This should be based on negotiations between members of the IXP. Please refer to our General Comments.	2.11
ammended					and connection to the IXP with related obligations stated in this term. Please refer to our General comments for more.	2.12
Noted				between members and customers connection shall be optional and based on agreement between the different parties.	It is not clear why TRC mandate licensed telecom operators to connect other licensees to the IXP.	2.13
					obligation. Please refer to the general comments.	General
<b>3 Peering</b>						
noted		النقطة (٣): ما هو تعريف ال (Special License) What is the special License? Whwrrw are these companies What id the special :النأي license? What are these companies			This different from original proposal discussed with all stakeholders. Cross-country have not been discussed before. It is not clear what the "special license" is. The term is not cleared. Please refer to the general comments.	3.1
updated in the final version				Point 3.3 Why limiting the	Should not be mandated by the TRC, and should be left for commercial negotiations.	3.3

مصفوفة الردود على القرار التنظيمي الخاص بنقاط الربط على الانترنت (IXP)

updated in the final version				Point 3.4 This point is obligation on the ISPs while it should be voluntary decision per	Connection to the IXP should not be mandated. This has been discussed thoroughly in the general comments.	3.4
not agree					approved by TRC; TRC has no legal basis of approving such type of agreements.  Orange Fixed believes that TRC intervention by approving such agreements is not necessary. Orange Fixed also believes that peering should be voluntarily and should not be an obligation. Members should be allowed to choose their peering partners. Please refer to the general comments.	3.5
				Point 3.6 Why limiting the	Should not be mandated by the TRC, it should be left for commercial negotiations.	3.6
					Should not be mandated by the TRC, it should be left for commercial negotiations.	3.7
					Should not be mandated by the TRC, it should be left for commercial negotiations.	3.8
					Should not be mandated by the TRC, it should be left for commercial negotiations.	3.9
updated in the final version		المقطة (١,١١): ما هو تعريف الـ (Special License) الناي: .What is special license				3.1
					Should not be mandated by the TRC, it should be left for commercial negotiations	3.12
updated in the final version				Point 3.13 this point is not clear.	This term is not clear.	3.13
<b>4 Quality of Service</b>						
updated in the final version		الناي: This is very low to attract international companies			The scope of QoS instructions issued by the TRC that are applied or extended to the IXP and the members is not clear, and therefore must be detailed and specified. This should be on an SLA based to commercial negotiations	General
updated in the final version		المقطة (٤,١): تعتبر نسبة التوافرية ٩٩% قليلة ويجب زيادتها لضمان جودة الخدمات المقدمة.				4.1
						4.2
						4.3
						4.4
updated in the final version				Point 3 Sometimes it takes more than 3 - 4 months for the procuring and installing additional equipment. So the option for reduction of routes		4.5
						4.1.8
<b>5 General Provisions</b>						











