

THE HASHEMITE KINGDOM OF JORDAN



TELECOMMUNICATIONS REGULATORY COMMISSION

TRC Decision on the Reference Offer
For
Wholesale Broadband Access

Issued by TRC Board Decision No. (1-10/2013) dated (24/09/2013)

Hashemite Kingdom of Jordan

Telecommunications Regulatory Commission

Decision on the approval of the Reference Offer for Wholesale Broadband Access

Issued pursuant to Articles 6(a), 6(b), 6(e), 12(a/2) and 12(a/6) of the Telecommunications Law No. (13) of 1995 and its amendments

TRC Board Decision No. (1-10/2013) dated (24/09/2013)

The Telecommunications Regulatory Commission of Jordan hereby decides with respect to the Jordan Telecommunications Company ("JT")

1. to approve the Jordan Telecom Broadband Access Reference Offer submitted by JT on 18 July 2011 based on the revised version of 15 January 2012 with the following amendments:

- a. Main Offer, Section 1.6: This section shall be removed.
- b. Main Offer, Section 2.2: The text in this section shall be changed to "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 Offer, the following order of precedence shall apply:
 - a) The Telecommunications Law
 - b) The Interconnection Instructions or other decisions by TRC
 - c) The License"
- c. Main Offer, Section 3.1: The text in this section shall be changed to "This service is restricted to be for IP-based services. JT is not responsible for any service carried over this access, and JT is not responsible of the quality of any other services carried over the link."
- d. Main Offer, Section 3.2: The text in this section shall be changed to "Broadband Access speed of service is subject to the variable conditions of the use-

able copper pair such as but not limited to, length of the copper pair, specifications and number of active lines carried over the same cable.”

- e. Main Offer, Section 3.3. The text in this section should be changed to ”Broadband Access will be provided from all technically feasible points in the JT network.”
- f. Main Offer, Section 3.4 shall be deleted.
- g. Main Offer, Section 3.7: The text in this section should be changed to “At the beginning of each calendar month, the Alternative Operator must supply a forecast of the expected requests in each node for Broadband Access Services in each month of the twelve month period following the date of the forecast, in the form required by JT from time to time, if the Alternative Operator does not provide forecast for the coming twelve months, JT will not be committed to deliver the Broadband Access Service to the Alternative Operator.”
- h. Main Offer, Section 3.8: This section shall be removed.
- i. Main Offer, Section 3.10: This section should be changed to “Alternative Operator will be solely responsible for delivering the Customer Premises Equipment (CPE) and internal wiring to Broadband Access end users, for the avoidance of doubt JT will not be responsible of delivering the Customer Premises Equipment and the internal wiring to Broadband Access end users. A list of the recommended modems by JT for Broadband Access service is in Addendum 2 table (I) in the Service Schedule. The internal wiring includes the part after the NTP which is inside the End Users premises and includes the CPE.”
- j. Main Offer, Section 3.11: This section should be removed.
- k. Main Offer, Section 3.18: The text in this section shall be deleted.
- l. Main Offer, Section 3.25: Regarding (e) shall be deleted. Further, subsection (a) shall be extended as follows: “Thereby, JT has to accept End User Consent obtained through electronic procedures and/or by writing.”
- m. Main Offer, Section 3.29: This section shall be deleted.

- n. Main Offer, Section 3.30. This section shall be deleted.
- o. Main Offer, Section 3.34: In this section the time for JT shall be changed to 5 days.
- p. Main Offer, Section 4.1: The text shall be changed so that the words “over ADSL” at the end are deleted.
- q. Main Offer, Section 7: The text in this section shall be changed as follows:

Section 7.3. shall read “The Guarantee shall be effective from the date of the first provision of services by JT based on the Broadband Access Agreement.”

Section 7.4. shall be changed to: In all cases the guarantee shall not be higher than the invoiced amounts of a period of 2 months.

Section 7.6 shall be changed to “The guarantee, including its value, shall be maintained for all times unless the Licensee has fulfilled its financial obligations according to the Broadband Access Agreement for the last consecutive 12 Months. Then the bank guarantee should be released.”

- r. Main Offer, Section 13.1: The text in this section shall be changed to “In the event of a dispute or difference arising between or amongst IT and the Alternative Operator relating to or arising out of a Broadband Service Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of the agreement, JT and the Alternative Operator can meet within 10 (ten) 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 5 (five) working days of the meeting (or such longer time as mutually agreed by the Licensees in writing), the Licensees shall proceed as stated in 13.2 to 13.4. Alternatively, any of the operators can choose to directly address TRC in such cases.”
- s. Main Offer, Section 13.4: The text in this section shall be changed to “The undisputed part to be paid by the Alternative Operator within the due date, any

adjustment resulted from the dispute process shall be considered and reimbursed in the coming invoices.”

- t. Main Offer, Section 14 shall be deleted.
- u. Main Offer, Section 15.2: The text in this section shall be changed to “If either Licensee is in material breach of any Broadband Access Agreement consequent upon this Offer (including failure to pay an undisputed sum due hereunder), the other Licensee may serve a written notice (the “breach notice”) on the Licensee in breach specifying the breach and the time limit for such breach to be remedied. If the Licensee in breach fails to remedy the breach within 28 (twenty-eight) Calendar Days, or such longer period as specified in the breach notice, the Licensee not in breach may, until such breach is remedied, suspend performance of such of its obligations made under the said Broadband Access Agreement as is reasonable in the circumstances. Except in the case of failure to pay an undisputed sum due hereunder or a failure to maintain the bank guarantee in accordance with clause 7.1, the Licensee 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.

Such termination shall be notified in writing to the TRC at least 28 (twenty-eight) Calendar Days prior to the end of the foregoing notice period and may be implemented unless the TRC instructs otherwise.”

- v. Main Offer, Section 15.3: The text in this section shall be changed to “If either licensee in breach fails to remedy the breach within the period stated in the breach notice, both licensees may terminate the Broadband Access Agreement with the other Licensee in breach on 3 (three) Calendar Months' written notice provided always that if the Alternative Operator in breach remedies the breach within such 3 (three) Months' notice period, the Broadband Access Agreement shall not be terminated as a result of such notice. Such termination shall be notified in writing to the TRC.”

- w. Main Offer, Section 15.4.4 shall be removed.
- x. Annex A, Confidential Information: The definition shall be changed to “All data, trade secrets, ideas, concepts, know-how, knowledge, and information, whether in writing or otherwise, relating to a party’s People, Services, Network, affairs, business, Subscribers and End Users exchanged between parties for the implementation of this reference offer and the provision of the Broadband Access Service and not already known to the Public.”
- y. Annex A, Definition “Customer Premises Equipments”: The statement in brackets shall be removed.
- z. Annex A, Definition “Delivery Point”: The last sentence shall be amended with the following at the end: “or the Alternative Operators premises”.
- aa. Annex A, Definition “Interest Rate”: The text in brackets shall be removed as this is no definition.
- bb. Annex A, Definition “OLO”: The definition for OLO shall be added as follows: “Other licensed operator, i.e. a person other than JT who has acquired a License in accordance with the provisions of the Telecommunications Law.”
- cc. Annex B, Section B.2: The last sentence shall be changed to “However these charges can be changed from time to time as proposed by JT and approved by TRC”.
- dd. Annex B, Section B.3: The B.3 shall be as follows: “The commencement of charging the setup fees for the Broadband Access Service in any site shall be from the date of installation in accordance to the setup fees set out in the Service Schedule.”
- ee. Annex B, Section B.6: The B.6 shall be changed to “The Alternative Operator shall be liable for payment of the undisputed amount of the invoice no later than one month.”
- ff. Annex E, Section E.1.1.1: The text shall be changed to “JT requires Alternative Operators using JT Broadband services to provide forecasts of number of

end users per JT node as accurately as is reasonably possible, as mentioned in the clause 3.7 and any related clauses in the main offer, in good faith.”

- gg. Annex E, Section E.1.1.3: The time frame shall be changed from 6 to 3 months and the wording “per site” shall be replaced by “per JT node”.
- hh. Annex E, Section 1.1.4: The wording “per site” shall be replaced by “per JT node”.
- ii. Annex E, Section 2.1: The text shall be changed to: “Prior to making Broadband available on new JT nodes, JT and the Alternative Operator, shall have completed all commissioning and testing activities in accordance with the recommendations of JT including but not limited to inter-working testing within its own network.”
- jj. Annex E, Section 3.3: The text “subject to different charging arrangements” shall be removed.
- kk. Annex E, Section E.4.2.2: The time frame of 10 working days shall be replaced by 5 working days.
- ll. Annex E, Section 4.2.3: The E.4.2.3 shall be replaced by the following text: “In case of rejection in whole or in part, the Commercial Account Manager shall state the reason for this in writing to the Alternative Operator, together with a proposed alternative solution, if available. If the Alternative operator accepts the alternative solution, a copy shall be addressed to TRC. In case the Alternative Operator and JT do not agree, then the Licensee has the right to start a dispute. TRC shall investigate with the co-operation of both Licensees and may make a determination on the subject.”
- mm. Annex E, Section 8.1.4: This section shall be removed.
- nn. Service Schedule 2.01, Section 2.3.b): JT shall rephrase the section to “JT reserves the right to require the Alternative Operator pay for work undertaken by JT in accordance with the JT Price List.”
- oo. Service Schedule 2.01, Section 4.1: This section shall be removed.

- pp. Service Schedule 2.01, Section 4.7: This section shall be removed.
- qq. Service Schedule 2.01, Section 5.1.3: In this section 10 working days shall be replaced by 5 working days.
- rr. Service Schedule 2.01, Section 5.1.4: In this section the following sentence shall be added: "JT will complete the survey within 5 working days."
- ss. Service Schedule 2.01, Section 5.1.5: JT shall rephrase the section to: "Providing that the Alternative Network Operator meets the standards set by JT for the CPE, JT may test the Access Service with the Alternative Network Operator, but JT is not responsible for the services and applications provided by the Alternative Network Operator over this Access".
- tt. Service Schedule 2.01, Section 6.1.2: JT shall rephrase the section as follows: "JT is providing Broadband Service over copper wire. In case the Alternative Operator requires Broadband Access Services over other access technologies, JT shall provide an offer for this."
- uu. Service Schedule 2.01, Section 8.3.5: This section shall be deleted.
- vv. Service Schedule 2.01, Section 9.3: This section shall be deleted.
- ww. Service Schedule 2.01, Section 9.5: This section shall be deleted.
- xx. Service Schedule 2.02, Section 2.2.3.5.: This section shall be deleted.
- yy. Service Schedule 2.05: Service Schedule 2.05 shall be replaced by the Service Schedule that has been decided on by TRC board in 2009 and as contained in the annex to this decision with the following amendments to the Service Schedule from 2009:
- 1) Figure 1.1: In this figure the description of the network element "Service Router" shall be replaced by "Ethernet Switch optional".
 - 2) Section 1.2: In this section the term "through JTG service router to the licensee's backbone." shall be deleted.
 - 3) Section 2.6: This section shall be deleted.

- 4) Section 2.8.: This section shall be extended by the following text at the end: “.... but without degrading the wholesale broadband access.”
 - 5) Section 2.12: In this provision the term “service router” shall be replaced by “DSLAM backplanes or other intermediate equipment”.
 - 6) Replace the “service router” throughout the complete service schedule to become “DSLAM Backplanes /DSLAM Ethernet Switch”.
 - 7) Section 2.14: This section shall be deleted.
 - 8) Section 2.22: This section shall be deleted.
 - 9) Section 2.23.3: JT shall rephrase the section as follows: “The licensee’s traffic is delivered through the DSLAM backplane or other intermediate equipment.”.
 - 10) Amend the 3.1 as follows: “The price list will consist of one product irrespective of uplink and downlink speed”.
 - 11) In section 3 of this Service Schedule, JT is obliged to include a price list with all relevant prices, as approved by TRC, at the latest 30 days after the prices have been approved by TRC in a decision yet to be issued.
 - 12) Section 3.2.1: This section shall be deleted.
 - 13) Amend 3.2.2 by removing the last bullet and the table with different speeds and no prices.
 - 14) Addendum 3, Section 1.1: In this section the delivery lead time shall be reduced from 6 months to 3 months. Accordingly the milestone “Service Implementation” shall also be reduced to 3 months.
- zz. Service Schedule 2.03, Section 4.1: This section shall be removed.
- aaa. Service Schedule 2.03, Section 4.7: This section shall be removed.
- bbb. Service Schedule 2.03, Section 6.1.3.: In this section 10 working days shall be replaced by 5 working days.

- ccc. Service Schedule 2.03, Section 6.1.4.: In this section the following sentence shall be added: "JT will complete the survey within 5 working days."
- ddd. Service Schedule 2.03, Section 6.1.5.: JT shall rephrase the section to: "Providing that the Alternative Network Operator meets the standards set by JT for the CPE, JT may test the Access Service with the Alternative Network Operator, but JT is not responsible for the services and applications provided by the Alternative Network Operator over this Access".
- eee. Service Schedule 2.03, Section 7.1.2.: JT shall rephrase the section as follows: "JT is providing Broadband Service over copper wire. In case the Alternative Operator requires Broadband Access Services over other access technologies, JT shall provide an offer for this."
- fff. Service Schedule 2.03, Section 9.3.5.: This section shall be deleted.
- ggg. Service Schedule 2.03, Section 10.3.: This section shall be deleted.
- hhh. Service Schedule 2.03, Section 10.5.: This section shall be deleted.
- iii. Maintenance Manual, Section 1: A new section with the following wording shall be inserted in the maintenance manual section 1: "JT shall be responsible for monitoring and controlling the flow and routing of traffic to maximise the effective use of the network."
- jjj. Maintenance Manual, Section 3.2 : Following new paragraphs shall be added:
 - a. "When a licensee reports a fault to the other Licensee, they shall specify the classification of the fault reported, i.e. whether it is Service Affecting or Non-Service Affecting. They shall also exercise his judgement and discretion and agree upon whether a Non-Service Affecting fault could eventually develop into a Service Affecting fault."
 - b. "Service Affecting fault(s) may cause service interruption to the end-users when the traffic conveyed in the networks is interrupted or nearly interrupted (i.e. the bandwidth is reduced significantly, disabling the end- user to send and receive traffic)."

c. "At any time either Licensee may change the designation of a fault. In such circumstances the start time for such re-designation will be the time the re-designation is sent by fax to the other Licensee."

kkk. Maintenance Manual, Appendix 2: The Fault Report Form shall also include tick boxes for "Service Affecting Faults" and "Non-Service Affecting Faults".

lll. Other Associated Services, Section 1d: The following shall be added at the end of the statement: "for the avoidance of doubt, JT is not required to invest to meet Alternative Operator's requirements for other Associated Services. On the other hand JT may have to adapt its facilities to provide the associated 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."

2. Further to the approval according to Section 1 above, JT is obliged to add the following alterations and amendments into its Reference Offer, dated 18 July 2011 and 15 January 2012, and to publish a revised version at the latest 14 days after being formally notified by the TRC in writing.

- a. Annex E, Section E.5: JT shall amend the services referred to by table E.5, add the SLA lead times and reduce the time of six months to one month. The two typing errors shall be removed, i.e. replace "Wording" with "Working" and "implantation" with "implementation".
- b. Annex E, Section E.8: An offline procedure and a service order form for orders, cancellations and transfer processes shall be added to the reference offer.
- c. Maintenance Manual, Section 3.3.3: The minimum time frames for the escalations of Service Affecting faults are too long and must be added in the same way as it is stated in the current reference offer for interconnection.
- d. Service Level Offer: The following elements must be added to the service level agreement:

- Service levels for collocation
- Quality of service parameters and service levels for bitstream access lines

For these elements, the following parameters must cover the:

- Availability
- Time to delivery / Delivery lead times
- Time to repair / Fault repair times
- Response times to fault reports
- Quality of service measures (target BER)

For the non-compliance with the service levels, there must be penalties included in the Service Level Agreement.

The proposed service levels must be non-discriminatory, i.e. there must be the same service levels provided according to the Broadband Access Agreement and the service levels which JT provides to its own retail business units. This implies e.g. that the lead times are shorter than those offered to the retail customers of JT.

- e. To add a further Service Schedule as follows.

SCHEDULE XXX. JT COLLOCATION AND INFRASTRUCTURE SHARING SERVICE

1. DESCRIPTION OF SERVICE

1.1 JT Collocation and Infrastructure Sharing Service is defined as the provision by JT of space in its premises and/or the use of part of its physical or virtual infrastructure such as energy, masts, towers, ducts, dark fiber etc. to other Licensees.

1.2 JT shall offer Collocation and Infrastructure Sharing Service on the grounds of availability at JT's sites for the services governed by this reference offer.

1.3 JT Collocation and Infrastructure Sharing Service shall include, but will not be limited to, space in cabinets, shared or secured rooms, space for antenna on masts or towers, land space, sharing of ducts and dark fibers, power supply (AC or DC), and air-conditioning.

1.4 JT shall lease to Licensees, on a non-discriminatory basis, JT Collocation and Infrastructure under the control of JT and required for use by Licensees (refer to clauses _2.1 and _2.2).

2. TERMS AND CONDITIONS

2.1 JT Collocation and Infrastructure Sharing service will be provided in a transparent manner to Licensees based on a first-come, first served principle according to the date of receipt of a written order which takes the following factors into consideration:

2.1.1 If the available space at a specific site does not fit the first-come Licensee and there are no alternative solutions, then priority will be given to the next –come Licensee after the TRC approval.

2.1.2 Urgency of requirement can be prioritized and justified only after TRC approval. In such cases, if the next-come Licensee's request is more urgent than first-come Licensee, then priority for Collocation and Infrastructure Sharing service will be given to the next-come Licensee.

2.1.3 In circumstances where JT rejects a Licensee's request for collocation space and/or infrastructure sharing on the grounds of availability, JT should propose an alternative solutions, being understood that JT shall not be required to construct new facilities and / or extend its existing facilities for lease to such other Licensees (refer to article 36 of TRC's Explanatory Memorandum). If alternative solutions are available but will incur extra costs on JT, these costs should be borne by the requesting Licensee. In case of dispute, the TRC shall make a determination.

2.2 JT offers Collocation and Infrastructure Sharing Service to Licensees provided that:

2.2.1 There are sufficient, available and / or unreserved facilities at the requested Collocation and Infrastructure site.

2.2.2 Collocation and Infrastructure Sharing is technically feasible and reasonable and will not adversely affect the operational integrity of the existing equipment at the Collocation and Infrastructure Sharing site under the control of JT or any other Third Party.

2.3 Collocation and Infrastructure Sharing Service is provided for a minimum of 1 (one) year lease. The Licensee may cancel the JT Collocation and Infrastructure Sharing Service upon written notice at least 60 days prior to the date of termination.

2.4 Collocation and Infrastructure Sharing Service may be reserved up to 6 (six) months in advance provided the request for reservation is reasonable, the facilities are available and the relevant reservation forms have been completed and charges were paid to JT. For the avoidance of doubt, the prices of reservation are equal to the prices of actual usage of the service.

2.5 During the contract period, the Licensee's responsibilities include the followings:

2.5.1 The licensee should not make any changes by himself or through third party to JT facilities without a prior written approval from JT. JT shall respond to the modification request within 10 working days of receipt of a request.

2.5.2 The Licensee should bear all the costs of the changes as per sub clause 2.5.1 whenever approved by JT.

2.5.3 The Licensee should make changes, if approved, under the supervision of JT.

2.5.4 Any damages that may occur to JT facilities during installing, operating, maintaining the Licensee's equipment or during changes made to JT facilities by the Licensee or on behalf of him will be borne by the Licensee. For the

avoidance of doubt, the Licensee will bear the costs of such damages and the correction should be supervised and approved by JT. Should the Licensee not correct the damages as stated above within one month from the notification; JT proceeds with the reasonable works necessary to correct the damages and charges the Licensee the full cost incurred.

2.6 JT has the right to make changes in its premises or facilities without the need for permission from the Licensee. However, where these changes affect the Service as purchased by the Licensee JT has to make 6 (six) months prior written notice to the affected Licensee to find an acceptable and reasonable solution depending on the case, JT will then offer an alternative solution and/or bear the charges related to such change upon justification from the Licensee. This applies to as in any of the following cases:

2.6.1 Decision to close or remove the relevant facilities where physical Collocation and Infrastructure Sharing Service in use.

2.6.2 Rearranging or temporarily removing JT facilities for maintenance works.

2.6.3 Reconfiguration or development of JT sites and equipment affecting the physical facility in use for the service or immediately adjacent spaces which might reasonably be expected to affect the provision of the Collocation and Infrastructure Sharing Service.

2.6.4 Decision to relocate all or any portion of the facilities where physical Collocation and Infrastructure Sharing Service is provided to the Licensee. Then, JT has to make 6 (six) months prior written notice to the affected Licensee to find an acceptable and reasonable solution depending on the case, JT will then offer an alternative solution and/or bear the charges related to such change upon justification from the Licensee.

2.7 JT is not responsible for any damages that may occur to the Licensee's equipment due to Force Majeure as defined in this reference offer.

2.8 In the case of a fault occurring on any Collocation and Infrastructure Sharing Service supplied by and under the control of JT, JT shall commence to resolve the fault within 4 (four) hours during office hours and 8 hours during out-

side office hours of opening a trouble ticket by the affected Licensee to JT. JT shall bear the costs of resolving the fault unless it can be shown by the JT that the responsibility for the fault lies with Licensee.

2.9 In the event of circumstances beyond the control of JT but affect the Service as purchased by the Licensee as in any cases described under paragraph _2.6, then JT shall provide 6 (six) months advance warning, and in any case as much notice as is reasonably possible to the affected Licensee to find an acceptable and reasonable solution. Such circumstances may include:

2.9.1 Maintenance works of the real estate requesting temporary movement of the physical Collocation and Infrastructure Service is in use.

2.9.2 Redevelopment or civil works affecting the physical facility in use for the Service or immediately adjacent spaces which might reasonably be expected to affect the provision of the Collocation and Infrastructure Sharing Service.

2.9.3 If a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation).

2.9.4 In order to comply with applicable laws. In such circumstances, JT shall not be liable to pay for the Licensee, and the period of service suspension shall be deducted from JT invoices to Licensees.

- 3. Further to the approval according to Section 1 and 2 above, JT is obliged to include a price list with all relevant prices, as approved by TRC, into its Reference Offer, at the latest 30 days after the prices have been approved by TRC in a decision yet to be issued.**

- 4. The Telecommunications Regulatory Commission of Jordan hereby obliges the Jordan Telecommunication Company (“JT”) to offer the Broadband Access Reference Offer submitted by JT on 18 July 2011 and 15 January 2012 with the amendments as listed in points 1 to 3 to all wholesale customers that request “wholesale broadband access” on a non-discriminatory basis at the latest 30 days after the prices have been approved by TRC in a price decision yet to be**

issued. Until this point in time, JT is obliged to further provide Broadband Access according to the current reference offer named “Jordan Telecom Reference Interconnect Offer” as previously approved by TRC.