

## **Schedule 1**



## **Definitions**

# **1 Introduction**

- 1.1. This Schedule 1 (Definitions) is attached to and forms part of the RIO entered into by and between Zain Bahrain and an OLO.
- 1.2. Unless the context otherwise requires or explicitly states:
  - i) The singular includes the plural and vice versa;
  - ii) Reference to an agreement or other instrument includes any variation or replacement to or of either of them;
  - iii) Reference to any statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements thereof at any time;
  - iv) The expression “person” includes any individual, firm or company; and
  - v) All the above points are subject to the Telecommunications Law promulgated by Legislative Decree no. 48 of 2002.

## 2 Table of Acronyms

ANM	Answer Message
BHD	Bahraini Dinars
BISUP	Broadband ISUP
CDR	Call Data Records
CIC	Circuit Identification Codes
CLI	Calling Line Identification
CSI	Customer Sited Interconnection
DDF	Digital Distribution Frame
GSMA	Global System for Mobile Communication Association
ISF	Interconnect Service Form
ISUP	ISDN (Integrated Services Digital Network) User Part
ITU	International Telecommunication Union
MMS	Multimedia Message Service
MRC	Monthly Recurring Charge
NOC	Network Operation Center
NDA	Non-Disclosure Agreement
NSF	New Service Form
ODF	Optical Distribution Frame
OLO	Other Licensed Operator
PAF	Planned Activity Form
POI	Point of Interconnection
RFS	Ready for Service
RFT	Ready for Test
RIO	Reference Interconnection Offer
RN	Routing Number
SA	Service Affecting
SDH	Synchronous Digital Hierarchy
SMS	Short Message Service
STM-1	Synchronous Transport Module level-1

### 3 Definitions

<b>Accounting Expert</b>	An expert in accounting matters, accredited by a local or an internationally recognized professional accountancy body with no less than 5 years of experience in the related field.
<b>Annex</b>	A supporting form, table, sheet in this RIO.
<b>Answer Message</b>	An ISUP answer message (ANM) using the ss7 signaling protocol. A BISUP call control message from the receiving exchange to the sending exchange indicating answer and that a through connection should be completed in both directions. For more details, please refer to ISUP/ ITU-T White book 1997.
<b>Answered Call</b>	A call where an Answer Message has been received (could be ISUP ANM or SIP 200 message).
<b>Authority</b>	The Telecommunication Regulatory Authority of the Kingdom of Bahrain.
<b>Authorized Person</b>	An officer, employee or professional adviser to a Party that is permitted to receive and use Confidential Information.
<b>Bank Guarantee</b>	A commercial obligation made by a bank to provide payment to Zain Bahrain in the event of default by an OLO in respect of its obligations under the Supply Terms.
<b>Billed Party</b>	The Party that receives an Invoice under the Supply Terms.
<b>Billing Schedule</b>	Schedule 4 of this RIO.
<b>Billing Information</b>	Information recorded by the Billing Party in accordance with clause 2.2 of Schedule 4 (Billing).
<b>Billing Party</b>	The Party producing the Invoice.
<b>Billing Period</b>	A period of one calendar month, starting at and including 00:00 hours (midnight) on the 1st day of the month and ending at but excluding 00:00 hours (midnight) on the last calendar day of the same month.
<b>Bit error rate</b>	A physical connectivity test, as per ITU-T Recommendation G.828 <a href="http://www.itu.int/rec/T-REC-G.828-200003-I/en">http://www.itu.int/rec/T-REC-G.828-200003-I/en</a>
<b>Business Day</b>	A day, Sunday through Thursday, that is a normal working day in Bahrain and do not include public holidays and weekends.

<b>Calendar Day</b>	a day following the Gregorian calendar year.
<b>Call</b>	The set-up, holding and ending of a transmission path through the Telecommunications System of either Party into the Telecommunications System of the other Party for conveyance of Calls by a Party means the establishment by that Party of a transmission path through that Party's Telecommunications System and the conveyance by that Party in accordance with this RIO of such Calls (if any) over such transmission path.
<b>Call Centre Service</b>	A Service for the carriage of a Call from an agreed POI to Zain Bahrain Call Centre (107).
<b>Call Data Records</b>	Call data records produced by a telephone exchange or other telecommunications equipment documenting the details of a phone call that passed through the facility or device.
<b>Call Duration</b>	The time period between Call Start and Call End.
<b>Call End</b>	The point during a Call at which a PNO/ISC SPEC 005 release message (REL) is received by Zain Bahrain or OLO Networks, as the context requires.
<b>Call Start</b>	The point during a Call at which an Answer Message is received by Zain Bahrain or OLO Networks, as the context requires.
<b>Calling Line Identification</b>	A telephone service that provides for subscribers the telephone number of a caller, which appear on a phone display as the call is being received.
<b>Calling Party</b>	The initiator of a Call.
<b>Cancellation</b>	the process by which an OLO request in written to cancel an Order made to Zain Bahrain.
<b>Capacity</b>	Means the telecommunication capacity to be made available at an Interconnect Link.
<b>Carrier Systems</b>	based on Synchronous Digital Hierarchy (SDH) 155.52 Mbit/s (STM-1) only will be used. The basic sub-rate of all Carrier Systems is 2.048 Mbit/s. A 155 Mbit/s Carrier System is capable of supporting sixty-three 2.048 Mbit/s Interconnect Links.

<b>Charges</b>	The amounts specified in the Tariffs Schedule and described in the Service Descriptions for the provision of Services, which are billed by one of the Parties to the other Party pursuant to this RIO. Charges shall include late payment penalty fee (as detailed in clause 4 of Schedule 4), financial settlements in respect of disputes and incidental charges for specific agreed services.
<b>CIC numbers</b>	means Circuit Identification Codes, as per ITU-T Q-Series Recommendations found on <a href="http://www.itu.int/rec/T-REC-Q/en/">http://www.itu.int/rec/T-REC-Q/en/</a>
<b>Clause</b>	A distinct article, stipulation, or provision in this RIO.
<b>Confidential Information</b>	All data, trade secrets, ideas, concepts, know-how, knowledge and information whether in writing or otherwise, relating to a Party's personnel, services, Network, affairs, business, Subscribers and End Users exchanged between the Parties before, on or after the Effective Date but excludes information: (i) which is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the Disclosing Party; (ii) which a Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party (other than if such knowledge arose from disclosure of confidential information in breach of an obligation of confidentiality); (iii) which the Receiving Party acquires from a third party entitled to disclose it; or (iv) which was independently developed by a Party without breach of any obligation of confidentiality owed to the other Party.
<b>Cost of Work</b>	means the sum of all actual expenses incurred by ZAIN in the performance of a task requested by OLO.
<b>Critical Failures</b>	technical Service Affecting Faults that result in loss of more than 50% of the capacity available between the Parties.
<b>CSI Link Service</b>	A service provided by Zain Bahrain to establish the links for delivery of traffic between the Parties' networks.
<b>DDF</b>	digital distribution frame, a passive device which terminates cables, allowing arbitrary interconnections to be made.
<b>Definitions Schedule</b>	Refers to this Schedule 1 (Definitions).
<b>Delivery Lead Time</b>	The Service Delivery Lead times described in Schedule 2.1 of this RIO.
<b>Disclosing Party</b>	A Party that discloses Confidential Information to the other Party.

<b>Dispute</b>	Any dispute about whether an invoice issued by a Billing Party contains any statement or other errors.
<b>Dispute Officer</b>	An officer of a Party identified by that Party as being the primary contact for reporting any Dispute.
<b>E1 Path</b>	The 2048 Mbit/s transmission path (comprising the multiplexers, line terminating equipment and transmission medium) between an interface of the multiplexer located at the OLO's premises housing the POI and an interface of the multiplexer located at Zain Bahrain's POI.
<b>Effective Date</b>	The date where Supply Terms become effective, and it is on the earlier of (1) the date of execution of the RIO or (2) the date on which TRA's Order on Zain RIO becomes effective.
<b>Emergency Maintenance</b>	Any variety of urgent unplanned maintenance activities to a system or item of equipment as per the description set out in section 7.3 of Schedule 3 (Operations and Maintenance Manual).
<b>Erlang</b>	A unit used to denote the utilization of a telecommunications system.
<b>Escalation Matrix</b>	The escalation levels' contact details and position of both Parties. As set in Schedule 3 of this RIO.
<b>Fault</b>	A fault on either Zain Bahrain or OLO's Telecommunications System whereby a Service does not operate within its stated specification that may or may not affect the overall operation of that Service.
<b>Figure</b>	An illustration, diagram or design in this RIO.
<b>Fixed Telecommunications License</b>	A License granted by the Authority to a Licensed Operator, authorizes it to provide fixed telecommunications services in the Kingdom of Bahrain.
<b>Force Majeure</b>	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, lightning or explosion, or uncontrollable forces.
<b>Forecast</b>	A quantitative prediction made by the Service taker for the Services required from the Service supplier over an agreed period in accordance with the Operations and Maintenance Manual.

<b>GSMA</b>	The GSM Association (GSMA) is an association of mobile operators and related companies devoted to supporting the standardizing, deployment and promotion of the GSM mobile telephone system. The GSM Association was formed in 1995. <a href="http://www.gsma.com/home/">http://www.gsma.com/home/</a>
<b>Initial Term</b>	Initial term of one (1) year from the Effective Date.
<b>Insolvent</b>	A determination by a bankruptcy court that a person or business cannot raise the funds to pay all of his/her debts.
<b>Intellectual Property</b>	Trademarks, inventions, knowhow, patents, copyrights, designs, database rights and other intellectual property.
<b>Interconnection</b>	The physical and logical linking of Telecommunications networks used by the same or a different operator in order to allow the Subscribers of one operator to communicate with Subscribers of the same or another operator, or to receive services provided by another operator.
<b>Interconnection Link Service</b>	Means the Services mentioned in Schedule 2.1 of this RIO.
<b>Invoice</b>	The statement demanding payment for Services provided during a Billing Period under the RIO, which is the aggregation of the Invoice Information comprising the Invoice.
<b>Invoice Information</b>	Information, which specifies the amounts charged for each Service provided by Zain Bahrain to OLO or by OLO to Zain Bahrain.
<b>License</b>	An individual license issued under sections 25 and 29 of the Telecommunications Law and Licensed has a corresponding meaning (except where Zain enters a Supply Term with a party which does not have an individual license, in which case it means the license issued to that party).
<b>Major Failures</b>	Technical Service Affecting Faults that result in loss of 20%-50% of the capacity available between the Parties.



<b>Material Breach</b>	Any material breach of the Supply Terms, including without limitation: (a) failure to pay any invoiced or billed Charge or other sum for any Service in accordance with clause 4.3(ii) of Schedule 4; or (b) failure to provide or maintain the Bank Guarantee required by Zain Bahrain in accordance to Schedule 3 ("Operations and Maintenance Manual").
<b>Minimum Term</b>	The period where Supply Terms continue in full force and effect, as varied from time to time, for an initial period of one (1) year from the Effective Date.
<b>Minor Failures</b>	technical Service Affecting Faults that result in loss of less than 20% of the capacity available between the Parties.
<b>Mobile Call Termination Service</b>	A Service for the carriage of a Call from an agreed POI to a Subscriber of mobile services provided by the other Party.
<b>MMS Message</b>	Text, audio, video and/or data message of up to 300 kilobytes in size or as agreed by the Parties.
<b>MMS Termination Service</b>	A Service for the carriage of a MMS Message from an agreed POI to a Subscriber of mobile services provided by the other Party.
<b>Mobile Telecommunications License</b>	a License granted by the Authority to a Licensed Operator, authorizes it to provide mobile telecommunications Services in the Kingdom.
<b>National Numbering Plan</b>	the numbering plan published and maintained by the Authority for use in connection with the supply of Telecommunications services in the Kingdom of Bahrain.
<b>Network</b>	A public telecommunications platform or system of a party, which is used or intended to be used for public telecommunications services supplied under the party's License.
<b>Network Fault</b>	A Fault located within either Zain Bahrain Network elements (Zain Bahrain Network Fault) or within the OLO Network elements (OLO Network Fault). Network Faults include faults within the signaling networks.
<b>Non-disclosure agreement</b>	Is a legal contract between the Parties that outlines confidential material, knowledge, or information that the Parties wish to share with one another for certain purposes, but wish to restrict access to by third parties.

<b>Number Portability</b>	The capability whereby a Subscriber of a national fixed serviced provided by a holder of a National Fixed License can retain the Subscriber's telephone number when changing the service and assigning it to another holder of a National Fixed License, or the capability whereby a Subscriber of a mobile Telecommunications service provided by a holder of a mobile Telecommunications License can retain the Subscriber's mobile telephone number when changing the service and assigning it to the holder of another Mobile Telecommunications License.
<b>One-Off Charge</b>	Charges as detailed in Schedule 6 ("Tariffs") of this RIO in relation to ordering, designing, and installing facilities and making operational preparations necessary for the provision of the relevant services in Schedule 2.
<b>Operations and Maintenance Manual</b>	means Schedule 3 of this RIO.
<b>Order</b>	A request for the provision of services pursuant to this RIO and in the format set out in the Operations and Maintenance Manual.
<b>Other Licensed Operator</b>	A Public Telecommunications Operator that is not Zain Bahrain.
<b>Other Services</b>	means any Services as may be included in Schedule 2.3 of this RIO. For the avoidance of doubt, Schedule 2.3 will only include non-regulated Services offered by Zain Bahrain.
<b>Party</b>	Each of the OLO or Zain Bahrain (and "Parties" shall mean both of them).
<b>Planned Maintenance</b>	Any variety of scheduled maintenance activities to a system or item of equipment.
<b>Point of Handover</b>	A physical point between the Telecommunications Systems of one of the Parties to this RIO and the Telecommunications Systems of a local or a third party Telecoms Provider at which the provision of and responsibility for a Service starts or ends.
<b>Point of Interconnection</b>	A physical point between the Telecommunications Networks of the Parties to this RIO at which the provision of and responsibility for a Service starts or ends.
<b>Public Telecommunications Operator</b>	a licensed operator authorized to provide Public Telecommunications Services or to operate a Public Telecommunications Network under an Individual License.

<b>Quality of Service</b>	quality service level as set in as per the description set out in section 6.2 of Schedule 3 (Operations and Maintenance Manual).
<b>Ready for Service Date</b>	The date specified in the Order Plan or as otherwise agreed between the Parties, on which a Service will be ready for use.
<b>Ready for Test Date</b>	The date specified in the Order Plan or as otherwise agreed between the Parties, on which a Service will be ready for System Integration Tests.
<b>Receiving Party</b>	A Party that receives Confidential Information from the other Party.
<b>RIO or Reference Interconnection Offer</b>	is the reference interconnection offer made by Zain Bahrain and consists of all the schedules offered by Zain Bahrain as listed in the Supply Terms.
<b>Regulated Service</b>	An Interconnection Service which is regulated following a Determination by Authority.
<b>Regulatory Event</b>	(a) an amendment of or change in any applicable law; (b) the grant of an injunction against a party in respect of a breach or alleged contravention of an applicable law; (c) the making of a determination or direction by, or an omission of, a competent authority.
<b>Response Time</b>	means the time between receiving a fault from either Parties and the time at which a technician or responsible person from other Party is assigned to acknowledge, responding back and/or log a fault Ticket Number.
<b>Restoration Time</b>	means the time between receiving a fault from either Parties and the time at which the fault is cleared.
<b>Routing Number</b>	number ( e.g. a02) which is used to route voice calls or signaling (such as SMS) to the correct Subscription Network. This number is used in the porting broadcast messages, which allows participants to update their routing tables accordingly (also known as 'pointers'). In accordance with NP Routing & Charging Specification document issued by TRA.
<b>Schedule</b>	the part/s which this RIO consists of.
<b>Service</b>	Any of the services described in the Service Descriptions of this Reference Interconnect Offer.

<b>Service Affecting Fault</b>	Faults that result in a noticeable deterioration in the Quality of Service; are caused by severely restricted ability by either Zain Bahrain or OLO to convey Calls between the two networks; or total loss of, or severely restricted access to one or more of the Services which are terminated on either Zain Bahrain or OLO's network.
<b>Service Credit</b>	means, in relation to a single Service Credit, that amount represented by 5% of the monthly rental Charges for a single Interconnect Link.
<b>Service Descriptions Common Terms</b>	means the terms indicated in Schedule 2 ("Interconnection Services Common Terms") of this RIO.
<b>Service Descriptions;</b>	means Schedule 2 ("Interconnection Services Common Terms") of this RIO and all the services descriptions attached to it.
<b>Service Provision</b>	means the process set out in Clause 6.2 in Schedule 3 of this RIO.
<b>Service Rebates</b>	are the amounts payable to Zain Bahrain, or discounted from an OLO's Invoice for a breach of Response/Restoration Time Threshold in accordance with the levels and associated penalties described in Schedule 2.1 of this RIO.
<b>Service Verification</b>	means the process set out in Clause 6.3 in Schedule 3 of this RIO.
<b>Signalling Links</b>	A 64 Kbit/s transmission path provided exclusively for the exchange of signalling messages between Zain Bahrain and OLO as more particularly described in the Operations and Maintenance Manual.
<b>Signed-Off</b>	The binding agreement of a Party (the Signing Party) to the content of a document. Documents delivered electronically shall be deemed to be Signed-Off, unless explicitly stated otherwise by the signing Party. Documents delivered in hard copy (on paper) shall be deemed to be Signed-Off only if such document is signed in writing by an authorized representative of the signing Party.
<b>SMS Message</b>	means of sending messages of limited size to and from GSM/UMTS/EPS mobiles. As defined in the latest 3GPP TS 23.040 V12.1.0 (2013-09)
<b>SMS Termination Service</b>	A Service for the carriage of a SMS Message from an agreed POI to a Subscriber of mobile services provided by the other Party.

<b>Subscriber</b>	any person that is party to a contract with a Public Telecommunications Operator for the provision of telecommunications services.
<b>Subscription Network</b>	means the network to which a number has been ported. As per NP_Process_Specification document published by the Authority.
<b>Supply Terms</b>	means Schedule 5 of this RIO.
<b>Suspending Party</b>	a Party that is requesting to suspend the Supply Terms or any Service as set out in Schedule 5 (Supply Terms)
<b>Tariffs Schedule</b>	means the tariffs as indicated in Schedule 6 ("Tariffs") of this RIO.
<b>Technical Characteristics</b>	mean the technical specification of Zain Network, as set out in Schedule 2.1 of this RIO.
<b>Telecommunications Law</b>	Means the Legislative Decree No. 48 of 2002 with respect to the Telecommunications Law in the Kingdom of Bahrain.
<b>Telecommunications License</b>	a license granted by the Authority pursuant to article 25 of the Telecommunications Law
<b>Terminating Party</b>	the Party that applies for Service termination
<b>Termination Services</b>	means Services mentioned in Schedule 2.2 of this RIO.
<b>Threshold Response Time</b>	means the maximum time during which either Parties have to respond to a fault before being subject to Response Time rebates.
<b>Threshold Restoration Time</b>	means the maximum time during which either Parties have to resolve a fault before being subject to Restoration Time rebates.
<b>Ticket Number</b>	A log number given to a Fault in accordance with the Operations and Maintenance Manual.
<b>Time Units</b>	unit used in measuring the time (e.g. seconds, minutes, hours ... etc.), for the purposes used in Schedule 4 of this RIO, the time unit shall be "seconds".

**Total Service Rebate Cap**

means the maximum penalty payable to Zain Bahrain, or discounted from OLO Invoice is entitled to, on a monthly basis, as a result of either Parties not meeting the CSI Service Levels in schedule 2.1 . **Total Service Rebate Cap is set at 40 Service Credits (200% of the monthly rental charges).**

**Traffic Termination Services**

means all Services as described in Schedule 2.2 of this RIO.

**Transmission Path**

The path between two nodes of a network that a data communication follows. The term can refer to the physical cabling that connects the nodes on a network, the signal that is communicated over the pathway or a sub-channel in a carrier frequency.

