

Schedule 4



Billing

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1 Introduction

- 1.1 This Schedule 4 includes general Billing information and processes for the Services provided by Zain Bahrain.
- 1.2 This Schedule 4 is effective from the date of signing of Schedule 5 (Supply Terms) of this RIO and will continue until terminated by either Party in accordance with the terms of this RIO.
- 1.3 Zain Bahrain may amend or vary the terms included in this Schedule 4 in accordance with Clause 3.3 of Schedule 5 (Supply Terms).
- 1.4 Unless defined otherwise, capitalized terms will have the meaning assigned to them in Schedule 1 (Definitions) of this RIO.
- 1.5 A reference to a clause or figure unless otherwise stated, is a reference to a clause or figure of this Schedule 4.
- 1.6 Any service specific billing details shall be covered in the related Service Description found in Schedule 2 of this RIO.

2 Billing Information

2.1 Charges

- i) For all Services specified in Schedule 2 (Service Descriptions), the Charges payable by the OLO for Services are:
 - a) The sum of the non-recurring Charges, monthly recurring Charges and usage Charges in accordance with this Schedule; and
 - b) In addition to any other Charges payable in respect of Other Services detailed in this RIO.
- ii) Non-recurring Charges, as specified in Schedule 6 (Tariffs) of this RIO include:
 - a) Charges for installation of the relevant Service at the POI;
 - b) Charges for termination of the Service; and
 - c) Charges for installation, setup and configuration.
- iii) Usage Charges shall be as specified in Schedule 6 (Tariffs) of this RIO. Further explanation of the specific charge elements are defined in the related Service Descriptions under Schedule 2.
- iv) The duration of an Answered Call will be logged and the number of Time Units that shall apply will be calculated.
- v) For each Answered Call, the duration will be measured in accumulation of seconds.

2.2 Billing Information Recording

- i) Subject to Clause 2.2(ii) each Party must, for those Calls for which it is the Billing Party, make a record of each individual Call. The Call Data Records (“CDR”) (generated by the Billing Party’s Network) must contain at least the following information:
 - a) Interconnection Link identifier (if the CDR is generated in connection with an Interconnection Link);
 - b) the dialled digits and such other information as may be agreed;
 - c) Calling Line Identification (“CLI”) of the Called Party and the Calling Party;
 - d) the date and time when the Answer Message is received by the Party providing the CDR; and
 - e) Call Duration.
- ii) The Billing Party will use the CDR to generate an invoice. The Billing Party must provide reasonable supporting information with the invoice to enable the Billed Party to validate the invoice.

2.3 Billing Information Exchanging

- i) Prior to any operation of any Service, and where required, both Parties shall jointly test their billing systems and deliver test invoices to each other in order to establish the operation of accurate billing processes between them. The Parties will jointly agree on the dates and duration of such tests as per the process set out in Clauses 6.2-6.4 of Schedule 3 (Operations & Maintenance Manual).
- ii) The Billing Party shall process the CDRs so as to produce Billing Information for the applicable period in summary form. This will be enclosed in the monthly invoices. Billing Information will include the Charges mentioned in Clause 2.1 above.

2.4 Loss of Billing Information

- i) Should loss of Billing Information occur through corruption, or any other reasons, for a period of less than twenty-four (24) consecutive hours, the Party incurring the loss shall notify the other Party, and the amount to be billed for that period where Billing Information was lost will be calculated based on the average Billing Information for the seven (7) Calendar Days period immediately preceding the period of the loss.
- ii) Should loss of Billing Information occur through corruption, or any other reasons, for a period of twenty-four (24) consecutive hours, or longer, the Party incurring the loss shall notify the other Party.
- iii) The other Party shall use its reasonable endeavors to deliver the missing Billing Information to the Party incurring the loss, within five (5) Business Days, following notification of the loss, and may charge its reasonable costs in so delivering the requested Billing Information. If the Parties cannot agree on the reasonable costs in relation to recovery of the missing Billing Information, they shall follow the procedure set out in clause 5 of this Schedule.

- iv) Should the other Party be unable to deliver the missing Billing information then it shall notify the Party incurring the loss, and the missing Billing Information will be calculated based on the average Invoice information for the preceding seven (7) Calendar Days. Where the period of the loss, or the immediately preceding seven (7) Calendar Days period, includes a period of traffic which is higher or lower than the normal short term average, due, for example, to public holidays, the Parties will use variations in the other Party's Billing Information for the missing period to calculate proportionate adjustments to the billing Party's Billing Information for the immediately preceding seven (7) Calendar Days, or will agree to apply appropriate adjustments based on either Party's historic traffic records. If the Parties cannot agree on the amount to be charged for the period where Billing Information is missing, they shall follow the procedure set out in clause 5 of this Schedule.

3 Invoices

3.1 Invoices

- i) Each Party shall use its reasonable endeavors to deliver Invoices by e-mail no later than 16:00 hours on the tenth (10th) Calendar Day following the end of every Billing Period. Invoices shall detail associated information for the Services provided during the Billing Period, unless otherwise agreed in writing by the Parties.

3.2 Invoicing Address

- i) Invoices sent by the OLO to Zain Bahrain should be addressed as follows:

If delivered in hard copy to:

Finance Director
Zain Bahrain BSC(C)
Zain Tower, Road 2806
Building 401, Block 428
Seef District
P.O. Box 266
Manama, Kingdom of Bahrain

If delivered in softcopy to:

Email: invoices@bh.zain.com

- ii) Invoices sent by Zain Bahrain to the OLO shall be addressed to the mailing address or email address in the NSF, unless the OLO has notified Zain Bahrain of a change of address in accordance with clause 3.2(iii).
- iii) Any change to the invoicing address of a Party shall be notified to the other Party in accordance with clause 17 of Schedule 5 (Supply Terms) at least thirty (30) Calendar Days before the change becomes effective.

- iv) A single Invoice for each Billing Period shall be issued for the Charges incurred for all Services provided by one Party to the other Party, as defined in the Clause 2.1 above. Charges shall be made for each Billing Period on one or more separate Invoices, as required.
- v) For the purpose of billing, the rounding is only applied to the final total payable amount of the Invoice. The use of decimals is set as follows:
 - a) The tariffs are up to three (3) decimals in BHD.
 - b) The revenues and the totals use three (3) decimals in BHD.

4 Payments

- 4.1 All Charges due under this Schedule, by one Party to the other, relating to the standard operation of the Services, except for Charges under Clause 4.2, shall be paid within one (1) Calendar Month following the Invoice date, unless specifically agreed otherwise in writing.
- 4.2 Payment of all Invoices shall be made by electronic funds wire transfer (bank transfer).
- 4.3 Invoices arising from the settlement of Disputes shall be paid within one (1) Calendar Month following the settlement of the dispute.
- 4.4 Should either Party notify the other Party that it disputes an Invoice under Clause 5 of this Schedule, and the Dispute is not resolved before the due date for payment of the Invoice; payment of the disputed Invoice shall proceed as follows:
 - i) If the sum that is in Dispute represents 0.5% or less of the total invoiced amount, the total amount Invoiced shall remain due and payable within the stipulated period.
 - ii) Subject to Clause 4.1 of this Schedule, if the sum that is in Dispute represents more than 0.5% of the total invoiced amount, the sum disputed may be withheld from payment until the dispute is resolved.
 - iii) If the Billed Party fails to pay an Invoice in full within one (1) Calendar Month and has not raised a dispute under clause 5, the Billing Party may notify the Billed Party in writing that it considers the Billed Party to be in Material Breach of the RIO. If the Billed Party has still not paid the Invoice in full within twenty one (21) Calendar Days of receipt of such notice, then the Billing Party may treat, without further notice, the Billed Party as being in Material Breach of the RIO for the purposes of clause 12 of Schedule 5 (Supply Terms) and the Billing Party shall be entitled to charge the Billed Party a late payment penalty fee at the rate of one percent (1%) of the unpaid Invoice amount for each Calendar Month that elapses with no full payment.
- 4.5 For avoidance of doubt; the late payment penalty fee is charged as per below illustration:

Figure 1: late payment penalty fee

Invoice issued	Illustrative Example	Amount
Day 1	12 March	BD Y

Payment Between	Illustrative Example	Amount Due	Description
From: Day 1 To: Day 1 + 1 calendar month -1	From: 12 March From: 11 April	BD Y	Payment Period (1 Calendar Month)
From: Day 1 + 1 calendar month -1 To: Day N	From: 12 April From: 14 April	BD Y	Extended Payment Period (until the day preceding receipt by the Billed Party of a written notice)
Day N	15 April	BD Y	Billed Party's receipt of a written notice sent by the Billing Party
From: Day N To: Day N + 21 days	From: 15 April To: 6 May	BD Y	21-day grace period during which the Billed Party can rectify the Material Breach position without being subject to a late penalty fee (i.e. 21 days after receipt of the Billed Party's written notice)
From: Day N+21 To: Day 1+2 calendar months-1	From: 7 May To: 11 May	BD Y + BD Y × 1%	Late payment within the first month of default after expiry of the grace period (i.e. late payment penalty fee is 1%).
From: Day 1+2 calendar months To: Day 1+3 calendar months-1	From: 12 May To: 11 June	BD Y + BD Y × 2%	Late payment within the second month of default after expiry of the grace period (i.e. late payment penalty fee is 2%)
From: Day 1+3 calendar months To: Day 1+4 calendar months-1	From: 12 June To: 11 July	BD Y + BD Y × 3%	Late payment within the third month of default after expiry of the grace period (i.e. late payment penalty fee is 3%)
etc ...		etc ...	etc ...

5 Disputes Relating to Invoices

- 5.1 In the event that the Billed Party disputes the accuracy of an Invoice, it shall without delay, and as soon as practicable, notify the other Party in writing that it dispute the Invoice. The written notification of dispute shall include all details reasonably necessary to substantiate its claim, including relevant verification information. The Billed Party cannot issue a notice of a dispute later than twenty one (21) Calendar Days following the original Invoice date.
- 5.2 Subject to Clause 5.1 above, provided that the period during which the Parties have been negotiating in good faith is not less than sixty (60) Calendar Days (or such extension to the period as may be agreed mutually by the Parties), and should the Parties fail to resolve the Dispute, either Party may refer the Dispute for investigation and determination, following prior written notice to the other Party that it intends to refer the Dispute. The investigation shall be conducted by an Accounting Expert agreed between the Parties. The Parties shall cooperate in any such investigation, and the decision of the Accounting Expert shall be final and binding. See Figure 2 below.
- 5.3 Where practicable following a decision by the Accounting Expert, any sums found to be due or overpaid in respect of the disputed Invoice shall be paid or refunded within thirty (30) Calendar Days from the date of the decision, in accordance with this Clause, or earlier settlement between the Parties.

- 5.4 The costs and fees associated with the proceeding with the mediator shall be paid by the non-prevailing Party, where the relevant invoice is concluded to be incorrect, unless and to the extent to the costs were incurred due to errors, unreasonable delays or withholding of information by the prevailing Party.
- 5.5 Each Party will continue to fulfill its lawful obligations pending the resolution of any Dispute, and shall keep their Networks connected for the provision and conveyance of Calls and other Interconnection Services between their respective Networks. No Party shall fully or partially disconnect the other Party's Network without the prior approval of the Authority.

Figure 2: Dispute timeline



