

## SCHEDULE 4 - BILLING AND COLLECTION

### 1 RECORDING OF BILLING INFORMATION

1.1 Subject to paragraph 1.2 each party must, for those Calls for which it is the Billing Party, make a record of each individual Call. This record (**Call Data Record** or **CDR**) will normally be generated by the Billing Party's Network and must contain at least the following information:

- (a) Interconnect Link identifier (if the CDR is generated in connection with an Interconnect Link);
- (b) the dialed digits and such other information as may be agreed;
- (c) CLI of the Called party and the Calling party (if available);
- (d) the date and time when the Answer Message is received by the party providing the CDR; and
- (e) Call Duration.

1.2 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 non-billing party to validate the invoice.

### 2. EXCHANGE OF BILLING INFORMATION

2.1 The Billing Party shall process the CDR so as to produce such information (including, if applicable, the call segments listed from time to time in the Service Descriptions in Schedule 1 of these Supply Terms) by the applicable time of day/period in summary form and complete the matrix comprising the generic Interconnect Usage Report as shown in Table 1 (such form, as completed, being the **Interconnect Usage Report**).

| Call type                               | Day (example only)       |                      |  | Evening (example only)   |                   |  | Total                  |                 |  |
|---|--------------------------|----------------------|--|--------------------------|-------------------|--|------------------------|-----------------|--|
| (Service for example, PSTN terminating) | Number of calls<br>$N_D$ | Duration<br>$M_{DF}$ |  | Number of calls<br>$N_E$ | Duration<br>$M_E$ |  | Number of calls<br>$N$ | Duration<br>$M$ |  |
|   | $\Sigma N_D$             | $\Sigma M_D$         |  | $\Sigma N_E$             | $\Sigma M_E$      |  | $\Sigma N$             | $\Sigma M$      |  |

## Table 1 - Interconnection Usage Report

Where:

N = the total number of Calls;

M = the total Call Duration;

- 2.2 Each party shall provide the other party with a monthly Interconnect Usage Report. The Interconnect Usage Report will contain monthly data. The reporting party will also provide such other relevant information as may be agreed from time to time in writing. The reporting party shall, not later than 10 Working Days after the end of each Billing Period, supply the other party an Interconnect Usage Statement for that period. The Interconnect Usage Statement will consist of the cumulative data of the Interconnect Usage Reports for the Billing Period together with the relevant price data.
- 2.3 All information provided under paragraph 2.2 (“**Delivered Data**”) shall be sent by such means as are agreed between the parties.
- 2.4 Each party must process the other party’s Delivered Data as soon as practicable. If either party has questions about the Batelco Delivered Data, it shall use its reasonable endeavors to deliver such questions to Batelco as soon as practicable after receipt of the Delivered Data.
- 2.5 The parties acknowledge that a party may at any time call for the delivery of CDR (including retrospectively, temporarily or intermittently ), but no later than twelve (12) months after the relevant Telephone Calls were made and in respect of no more than three (3) months’ CDR. In the absence of manifest error, the CDR data will prevail over the information in any other Delivered Data.
- 2.6 The Billing Party shall retain CDR for a period of at least twelve (12) months. If during such time any mutually agreed change to a tariff charged pursuant to the Supply Agreement requires charges to be recalculated retrospectively, the retained CDR shall be used for the purposes of such recalculation.
- 2.7 If the Billing Party does not have sufficient CDR data to prepare an invoice (for example, due to system failure), the other party shall at the request and reasonable expense of the Billing Party use its reasonable endeavors to supply the missing

information to the Billing Party. There shall be no legal liability on the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such information provided by the other party to the Billing Party.

- 2.8 If the parties' monitoring of their respective CDR or Interconnect Usage Reports indicates a persistent inconsistency in reconciling the other party's CDR or Interconnect Usage Reports, the parties shall use their reasonable endeavors to ascertain the cause of such inconsistency. If the parties fail to agree on the cause, then the matter must be resolved under the Dispute Resolution Procedures.
- 2.9 Except to the extent a Service Description expressly provides otherwise, Charges shall not be payable under these Supply Terms by either party to the other party for the conveyance of a Call if the Call is not connected when there is a "ring" tone with no reply, an "engaged" tone or "number unobtainable" tone.
- 2.10 If a Call Duration extends over two (2) or more charge rate periods the Call shall be recorded as a single Call in the charge rate period applying at the commencement of the Call and the Call Duration shall be apportioned and recorded in each of the charge rate periods applicable to that Call.

### **3. RECORDING AND EXCHANGE OF QUALITY OF SERVICE INFORMATION**

- 3.1 Each party shall by 31 December 2006 or such later date as may be agreed between the parties record the necessary quality of service information in respect of any applicable Service Levels and shall process such information so as to produce information by the applicable time or day/period to show the actual performance of the party against the relevant Service Levels and any Service Rebates to be credited to the other party as a result of any performance below the Service Levels, in a matrix form to be agreed between the parties (such form, when completed, being the **Quality of Service Report**).
- 3.2 Each party shall provide the other party with a Quality of Service Report, once available, which shall be supplied together with the Interconnect Usage Report for the Billing Period covered by the Interconnect Usage Report.

### **4. INVOICES**

- 4.1 The Billing Party shall use its reasonable endeavors to submit to the other party, within a reasonable time after the end of each Billing Period and provided that the

relevant Interconnect Usage Report has been supplied in accordance with paragraph 2.2, invoices for charges for Chargeable Calls and other services for which the Billing Party is entitled to charge the other party during such Billing Period and subject to paragraph 4.2 and (to the extent not previously invoiced) the two immediately preceding Billing Periods.

- 4.2 Following the end of each Billing Period and provided that the relevant Interconnection Usage Report has been supplied in accordance with paragraph 2.2, the Billing Party must submit an invoice for international Calls within the International Billing Period (as defined below), provided that the Billing Party notifies the other party in writing of any notifications which it has received from an overseas operator, as a result of which notification, the Billing Party reasonably expects that it would not be capable of submitting invoices for international Calls within the period specified in paragraph 4.1. The International Billing Period shall be:
- (a) up to 10 months from the date of an international Call made on or before 30 May 2006; or
  - (b) up to six (6) months from the date of any other international Call.
- 4.3 All Charges payable under these Supply Terms shall be calculated in accordance with this Schedule 4, the applicable Service Description and at the rates specified from time to time in the Service Description or Schedule 3 of these Supply Terms. Invoices for Charges shall be invoiced and paid for in accordance with paragraph 4 and the other provisions of this Schedule.
- 4.4 For the avoidance of doubt, an invoice (including an invoice based on estimated information) shall be dated as of the date of dispatch of that invoice.
- 4.5 For Services (other than Calls) the Billing Party shall include with the invoice appropriate information to enable the non-billing party to accurately process the invoice for such services.
- 4.6 If either party fails to supply an Interconnect Usage Report to the other pursuant to paragraphs 2.1 and 2.2 necessary for the relevant Billing Party to deliver an invoice under paragraph 4.1 (other than due to an act or omission of the relevant Billing Party), the following provisions shall apply:

- (a) the Billing Party may deliver an invoice (an **Estimated Invoice**) for an amount due to the Billing Party for such period, such amount being equal to the relevant amount contained in the Billing Party's invoice for the immediately preceding Billing Period as increased or decreased by the Relevant Percentage. For the purpose of this paragraph "**Relevant Percentage**" means the percentage increase or decrease in the aggregate amounts due to the Billing Party under these Supply Terms over the last two months for which Interconnection Usage Reports shall have been supplied by the Billed Party in accordance with paragraph 2.1 and 2.2.
- (b) Following the supply to the Billing Party by the Billed Party of the necessary CDR or Interconnection Usage Report relating to the Billing Period for which an estimated invoice has been delivered by the Billing Party, the amounts due to the Billing Party in respect of any subsequent invoice(s) submitted to the Billed Party shall be adjusted accordingly by the amount over or under paid by the Billed Party in respect of the estimated invoice, except to the extent already paid or refunded.

4.7 Where a Billing Party prepares an Estimated invoice pursuant to paragraph 4.6, it shall be entitled to invoice the Billed Party an administration charge equal to BD1,000 multiplied by the number of times it has prepared such Estimated Invoices in the previous twelve (12) months.

## 5. PAYMENT

5.1 All Charges due by one party to the other under these Supply Terms shall be payable by the Due Date. Any dispute in respect of any invoice must be resolved in accordance with the Dispute Resolution Procedures.

5.2 In default of any netting off agreement between the parties, either party may deduct from any amount that is or may become payable by that party to the other party under the Supply Agreement the aggregate of any Service Rebates as set out in the Quality of Service Report, subject to any Total Service Credit Caps (as defined for each applicable Service in the relevant Service Descriptions).

5.3 Notwithstanding notification of a Billing Dispute or a General Dispute, if a party fails to pay on the Due Date any amount due under these Supply Terms or shall overpay any amount, the payee or, as the case may be (subject to paragraph 4.3) the over-

payer, shall pay or be paid interest at the Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.

- 5.4 Interest at the Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Interest Rate shall be calculated on a cumulative daily basis.
- 5.5 If such overpayment results from information provided by the over payer (which is not attributable to information provided by the payee party), the payee party shall be under no obligation to pay any interest at the Interest Rate on the amount overpaid.
- 5.6 If a recalculation and adjustment is required pursuant to these Supply Terms, the amount of such adjustment together with interest calculated at the Interest Rate shall be calculated on a cumulative daily basis and paid accordingly. Without prejudice to the provisions of paragraphs 4.1 to 4.5 (inclusive) a party shall pay to the other party the amount of the adjustment together with interest calculated from the Due Date to the date on which the adjustment is paid (both dates inclusive).

## 6. UNDERUTILIZATION CHARGES

- 6.1 If either party (**Defaulting Party**) places Capacity Orders on the other party for less than the minimum Capacity specified in the Forecast under the Joint Working Manual, then the Defaulting Party shall pay to the other party not later than 30 Working Days from the date of the Capacity Order, the underutilization charges calculated in accordance with paragraph 5.2.
- 6.2 Underutilization charges are calculated in accordance with the following formula:

$$A = ((80\% \times B) - C) \times D$$

Where:

A is the underutilization charge payable;

B is the aggregate Capacity provision (in units of 2 Mbit/s Capacity) specified in the relevant Advance Capacity Order;

C is the Capacity (in units of 2 Mbit/s Capacity) ordered not including cancellations of Capacity Orders; and

D is thirty-five per cent. (35%) of the installation Charge for the relevant Interconnect Links as listed in Schedule 3 of these Supply Terms.

## **7. CANCELLATION CHARGES**

7.1 If a notice of cancellation of Capacity by the Access Seeker is given less than five Working Days before the scheduled RFT Date, the Access Seeker shall pay, on demand, a cancellation charge of 20% of the relevant connection Charge, or Charges, specified from time to time in Schedule 3.

## **8. REMOVAL OF CAPACITY**

8.1 If, pursuant to a cancellation order or other notice from the Access Seeker, Capacity is removed from an Interconnection Link at any time less than 3 years after the RFT Date for that Capacity, the Access Seeker must pay the Access Provider liquidated damages as follows:

- (a) the Access Provider must first use its reasonable endeavors for 6 months from the receipt of the notice to reuse the Capacity, either for its own purposes or in the supply of services to another person (to be clear, the Access Provider is under no obligation to move any installed fiber in doing so);
- (b) for Capacity which remains unused after the period in (a), the amount payable in respect of each Interconnect Link is:

$$P = \frac{(1-RF) \times RC \times (3-Y)}{(1+CC)^{(3-Y)}}$$

where:

CC is the cost of capital for the Access Provider, being five (5) per cent or, where the Access Provider is subject to a cost of capital determination from the Regulator, the cost of capital figure set out in that determination;

P is the amount to be paid;

RC is the relevant annual retail charge in effect at the date of calculation for a leased line equivalent to the capacity of the Interconnect Link being removed (taking into account any discount which would apply at retail for the quantity of Capacity being removed and which would be offered for a lease of the period (3-Y));

RF is the re-utilization discount factor, being the discount set at ten (10) per cent to take into account the probability of the relevant Interconnect Link being reused by the Access Provider during the period (3-Y); and

Y is the number of years between the RFT Date for the relevant Capacity and the date of the removal order rounded up to the next quarter of a year.

## 9. REBATE OF SERVICE CREDITS

Whether or not there is an express agreement to net-off the payment of amounts owing between the parties, for as long as the Billing Party does not support automatic rebating of the Billed Party may deduct from any invoice that is or becomes payable in respect of a Service, any Service Rebate (subject to any cap or other qualification on claiming of Service Rebates) to which that Billed Party is entitled due to performance which does not meet a defined service level in respect of that Service. The Billing Party must provide written evidence of the entitlement at the time of the deduction.

## 10. DEFINITIONS

**Advance Capacity Order** has the meaning given to it in the Joint Working Manual.

**Answer Message** means an ISUP answer message (**ANM**) using the SS7 signaling system set out in the Joint Working Manual.

**Billing Period** means the monthly period ending on the last day of every month.

**Call** means the set-up, holding and ending of a transmission path through the system of either party into the system of the other party for conveyance of messages in accordance with the technical specifications set out in Joint Working Manual.

**Call Data Record (or CDR)** means data regarding a Call including at least the information specified in paragraph 1.

**Call Duration** means the period between Call Start and Call End.

**Call End** means the point during a Call at which an ISUP release message (**REL**) is received by the Access Provider system or Access Seeker system, as the context requires using the SS7 signaling system set out in the Joint Working Manual.

**Call Start** means the point during a Call at which an Answer Message is received by the Access Provider system or Access Seeker system, as the context requires.

**Capacity** has the meaning given to it in the Joint Working Manual.

**Capacity Order** has the meaning given to it in the Joint Working Manual.

**Defaulting Party** has the meaning given to it in paragraph 5.1.

**Interconnect Link** has the meaning given to it in the Joint Working Manual.

**Interconnect Usage Report** has the meaning given to it in paragraph 2.1 of this Schedule 4.

**Ready for Test (RFT)** has the meaning given to it in the Joint Working Manual.

**Relevant Percentage** has the meaning given to it in paragraph 3.6(a).

**RFT Date** has the meaning given to it in the Joint Working Manual.