

SCHEDULE 5 – ORDERING AND PROVISIONING

PROVISIONING TERMS GENERALLY

This Schedule sets out general terms for ordering and provisioning of Services where an Order is required under the Joint Working Manual or a Service Description. Ordering and provisioning terms in a Service Description may override, vary or supplement the terms in this Schedule. If there are no such terms or if there is any doubt as to whether an order is required then this Schedule will apply.

1 ORDERS

- 1.1 The Licensed Operator must submit all Orders to the contact nominated by Batelco. An Order is received on the date on which it is received by the nominated contact. The Licensed Operator must nominate a preferred service implementation date in the Order.
- 1.2 The Licensed Operator may request to vary an Order. A request to vary an Order must be in writing.

2. INFORMATION

- 2.1 Batelco shall provide confirmation of receipt of an Order or a request to vary an Order within 2 Working Days of receipt. Batelco may request up to five (5) Working Days from receipt of an Order further reasonable information or clarification about an Order or make a request that the Order be varied. The Licensed Operator shall provide any further information or clarification within 5 Working Days of receipt of the request from Batelco.

3. ACCEPTANCE AND REJECTION

- 3.1 Batelco will reply to an Order advising that the Order is accepted or rejected between 5-10 Working Days of receiving an Order or, where further information or clarification about an Order or request to vary an Order is made pursuant to paragraph 2, within 5 Working Days of receipt of that further information, clarification or variation to an order from the Licensed Operator. Batelco's acceptance of an Order will include a date (**Estimated Implementation Date**) for scheduled fulfillment of the Order together with an estimate of implementation costs, if any. If Batelco rejects an Order, the Licensed Operator will be notified of the reason for rejection, which reason must

be reasonable and objectively justified. If an Order has been validly rejected by Batelco and the Licensed Operator would still like the Service, a new Order must be submitted which reasonably addresses the reason for rejection.

3.2 Batelco will reply to a request to vary an Order advising that the request is accepted or rejected between 5-10 Working Days of receiving a request to vary an Order. A request for variation can only be rejected on reasonable grounds notified to the Licensed Operator in writing. If a request is accepted, the original Estimated Implementation Date will not apply to the Order after it has been varied. When accepting a request to vary an Order, Batelco will provide a new Estimated Implementation Date. If Batelco rejects a request to vary an Order, the Licensed Operator may elect to withdraw or retain the existing Order.

3.3 Batelco will use reasonable endeavors to accept all Orders. Batelco may reject an Order or a variation to an Order only if:

- (a) and to the extent that the Order exceeds the relevant Forecast;
- (b) the Licensed Operator has not obtained relevant necessary consents or authorizations from a third party;
- (c) the Licensed Operator has not obtained any necessary agreement from Batelco on a matter related to the Order other than as a result of Batelco unreasonably withholding that agreement;
- (d) the Order is not capable of being fulfilled on the basis of Batelco's then available infrastructure or capacity provided that Batelco shall use reasonable endeavors to increase the available infrastructure as soon as commercially practicable and provided that, at all times, Batelco shall make available infrastructure and capacity on a non-discriminatory basis for all interconnecting Licensed Operators and itself;
- (e) the Order duplicates an Order already made and not yet fulfilled;
- (f) the Order is not consistent with this Schedule in a material respect;
- (g) Charges, including any basis of charging, relating to the Order have not been agreed between Batelco and the Licensed Operator other than as a result of Batelco unreasonably withholding that agreement; or

- (h) in Batelco's reasonable opinion there are reasonable grounds to believe that the Licensed Operator:
 - (i) may not comply with the Supply Terms or other terms and conditions of the Service ; or
 - (ii) would not take such reasonable steps in accordance with good industry practice, in connection with the supply of the Service, to protect the integrity of a Network or the safety of individuals working on or using services supplied by means of a Network.

4. **CANCELLATION**

- 4.1 The Licensed Operator may submit a written cancellation request to Batelco with respect to an Order, which Order shall be deemed cancelled. Batelco has no obligation in relation to a cancelled Order. If the Licensed Operator cancels an Order after acceptance of the Order or the varied Order by Batelco, the Licensed Operator must pay the cancellation charges as set out in the relevant Service Description or in Schedule 3. If there are no specific cancellation charges then the Licensed Operator must pay Batelco all reasonable direct costs which Batelco has incurred as a result of the cancellation and which Batelco has not been able to mitigate either in accordance with the timetables and procedures set out in relation to cancellation charges in Schedule 3 or in general.

5. **IMPLEMENTATION**

- 5.1 Batelco will advise the Licensed Operator of the Implementation Date for fulfillment of an accepted Order between 5-10 Working Days before the Estimated Implementation Date for fulfillment of that Order. If the Implementation Date for an Order will not be met, Batelco will notify the Licensed Operator of the delay as soon as Batelco becomes aware of the delay, and advise a new Implementation Date for the Order.
- 5.2 If Batelco recommences work or supply of service after (a) a stoppage to resolve an issue caused by the Licensed Operator; (b) a variation of the Order by both parties or (c) a rejection of the Order by Batelco in accordance with paragraphs 2 and 3 then the delivery time or Implementation Date must be adjusted having regard to any delay that has occurred.

6. **FULFILLMENT**

- 6.1 Batelco will confirm completion of an Order within 2 Working Days of Order fulfillment by Batelco, or at a time otherwise agreed by the parties. Unless the Licensed Operator advises Batelco that a Service has not been provisioned correctly or otherwise does not conform to the applicable Service Description within ten Working Days of receiving Batelco's confirmation of completion or of commencement of Service (whichever occurs first), then the Licensed Operator is deemed to have accepted that Service.

7. **CHARGES AND ESTIMATES**

- 7.1 Where a Service Description provides, or Batelco and the Licensed Operator have otherwise agreed, that a Service or part of the Service is provided on the basis of an estimate of Charges, the Licensed Operator agrees to meet Batelco's reasonable costs of fulfilling an Order for the Service, up to an amount 25% greater than the amount of the relevant estimate.
- 7.2 As soon as Batelco becomes aware that actual Charges for a Service exceed the relevant estimate by more than 25%, Batelco must notify the Licensed Operator and stop work on the Order or the supply of the Service. The Licensed Operator must, within 5 Working Days of being advised of the additional Charges, either accept and agree to pay the revised Charges or cancel the Order in accordance with this Schedule and the Service Description or Schedule 3 (in which case the Licensed Operator shall be free of any other liquidated damages or charges for such a cancelled Order).
- 7.3 If the Licensed Operator does not reply to the notice of revised Charges within ten Working Days of being advised of the revised Charges, the Licensed Operator will be deemed to have accepted, and have agreed to pay, the revised Charges and Batelco will then continue work on the Order or recommence supply of the Service.